Agenda

Regular Meeting of the Public Works and Utilities Committee
February 16, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Public Works and Utilities Committee 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 Public Works and Utilities Committee 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 virtually, you must join the Zoom meeting by internet or phone, using the following link:

- 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: - Webinar ID: Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations
    a. Public Utilities Department Employee of the Month for January 2026: Eric

Romero, Collections Equipment Operator, Environmental Services Division. (Leroy Griego, ESD Supervisor, logriego@santafenm.gov and Debora Trujillo, Environmental Services Division Director; dctrujillo@santafenm.gov)

b. City of Santa Fe Water Overview and Update. (Jesse Roach, Interim Public Utilities Department; jdroach@santafenm.gov)

7. Action Items: Consent Agenda

a. Request for Approval of the February 2, 2026, Public Works and Utilities Committee Meeting Minutes. (Elsa Ornelas-Segura, Administrative Manager; egornelassegura@santafenm.gov)

b. Request for Approval of Amendment No. 1 to Amended Condominium Declaration for Market Station to Adjust the Common Area of the City of Santa Fe's Office Condominium at 500 Market Street. (Tim Farrell, Interim Facilities Division Director, tgfarrell@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

c. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $360,000 to Allocate from the 1/2% Capital GRT Fund to Complete Streets FY26 WIP Construction for Repairs to Corte de Princesa.(Marcos Esquibel, Acting Complete Streets Division Director: mpesquibel@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

d. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $600,000 to FY26 Revenue and Expenses for the Construction of Agua Fria - Cottonwood Roundabout Project. (Romella Glorioso-Moss,Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

e. Request for Approval of Capital Outlay Grant Agreement with the New Mexico Department of Finance and Administration for the Completion of the

Replacement of Cerro Gordo Bridge Project 25-J5981 in the Total Amount of $300,000 with a Reversion Date of April 11, 2027. (Marcos Esquibel, Interim Complete Streets Director; mpesquibel@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $300,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction for the Completion of the Replacement of Cerro Gordo Bridge.

Committee Review:
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

f. Request for Approval of Capital Outlay Grant Agreement with New Mexico Department of Finance and Administration for the Improvement of the Nichols Dam Safety Rehabilitation Project 25-J5960 in the Total Amount of $997,850 with a Reversion Date of April 11, 2027. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $997,850 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction for the Improvement of the Nichols Dam Safety Rehabilitation.

Committee Review:
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

g. Request for Approval of Capital Outlay Grant Agreement Extension with New Mexico Department of Finance & Administration for the Improvement of Midtown Project 25-J4369 to Extend the Reversion Date to June 30, 2027. (Carly Vendetti, Metropolitan Redevelopment Agency Deputy Director; cavendetti@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

h. Request for Approval of a Construction Contract with Gordo, LLC for the Arroyo de Los Chamisos Urban Trail Repair at Vo Tech Road in the Total Amount of $643,159 through June 30, 2029. (Zoe Isaacson, River and Watershed Manager: zrisaacson@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $643,159 from the Stormwater Clean Water State Revolving Fund

Loan to WIP Construction (Zoe Isaacson, River and Watershed Manager: zrisaacson@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

i. Request for Approval of General Services Contract / Software Agreement with Image Trend, Inc for Call Reporting Software in the Total Amount of $406,658.49 including GRT with a Term of Four Years. (Scott Ouderkirk, Fire Department, Interim Fire Chief; slouderkirk@santafenm.gov).

Committee Review:
Public Works & Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

j. Request for Approval of the Age Friendly Action Plan. (Manuel Sanchez, Interim Community Services Department Director; mnsanchez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/16/2026
Quality of Life Committee: 02/18/2026
Finance Committee: 02/16/2026
Governing Body: 02/25/2026

k. CONSIDERATION OF RESOLUTION NO. 2026-_____. (Councilor Lee Garcia and Mayor Michael Garcia)
A Resolution Clarifying the Terms of Resolution No. 2024-14 to Allow the Knights of Columbus Council 10517 to Display Banners Commemorating Santa Fe Veterans as “Santa Fe Heros” Between Memorial Day and Veterans Day, Annually. (Marci Eannarino, Office of Legislation and Policy Innovation Manager; maeannario@santafenm.gov ; Christine Spiers, Legislative Coordinator; cmspiers@santafenm.gov; Palmer Anderson, Policy Analyst; pcanderson@santafe.gov)

Committee Review:
Governing Body (Introduced): 02/11/2026
Public Works and Utilities Committee: 02/16/2026
Quality of Life Committee: 02/18/2026
Governing Body: 02/25/2026

l. CONSIDERATION OF RESOLUTION NO. 2026-_____. (Councilor Jamie Cassutt)

A Resolution Authorizing the City of Santa Fe to Submit Applications to the Local Government Fund, the Municipal Arterial Program, the Transportation Project Fund, and Any Other Applicable State Transportation Funding Programs for State Transportation Construction Funding for the Henry Lynch Road Reconstruction Project from Rufina Street to Agua Fria Street and Committing to the Applications' Requirement for a Local Match of Funding. (Romella Glorioso-Moss, PhD, CPM, AICP, Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/11/2026
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

m. CONSIDERATION OF BILL NO. 2024-14. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Amanda Chavez and Councilor Alma Castro)
A Bill Amending Section 25-4.1, Exhibit A, Rule Number 2 to Adopt New Definitions and Adopting a New Rule Number 7, Imposing Requirements for Backflow Prevention and Control for Certain Customers, Imposing Fees for Administering the Program, and Imposing Fines for Violations. (Justin Gonzales, Cross Connection Specialist; jmgonzales1@santafenm.gov)

Committee Review:
Governing Body (Introduced): 01/28/2026
Governing Body (Public Comment): 02/11/2026
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body (Public Hearing): 03/11/2026

n. CONSIDERATION OF BILL NO. 2026-01. ADOPTION OF ORDINANCE NO. 2026-____.(Councilor Amanda Chavez)Be It Ordained By the Governing Body of the City of Santa Fe: Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe, New Mexico (the "Borrower/Grantee"), in the Total Amount of $7,750,000, Including a Loan in the Amount of $3,100,000 Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Construction of New Flocculation and Sedimentation Improvements to the Canyon Road Water Treatment Plant, Including Demolition of Existing Clarifier Equipment, Structural Additions, New Flocculation and Sedimentation Equipment, All Associated Power, Controls, Process and Chemical Piping, and Valves, New Flocculation Master Control Center Electrical Building and Associated Grading and Paving, Potable Water Yard Piping Relocation and All Associated Instrumentation, Electrical, Architectural and HVAC Design Components, Including Related Work and Revisions, and Solely in the Manner

Described in the Loan/Grant Agreement; Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee Solely From the Net Revenues of the Water Utility System of the Borrower/Grantee; Certifying that the Loan/Grant Amount, Together With Other Funds Available to the Borrower/Grantee, is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Loan/Grant Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent With this Ordinance; and Authorizing the Taking of Other Actions in Connection With the Execution and Delivery of the Loan/Grant Agreement. (Alan Hook, Water Resources Coordinator; aghook@santafenm.gov)

Committee Review:
Governing Body (Introduced): 01/28/2026
Governing Body (Public Comment): 02/11/2026
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body (Public Hearing): 03/11/2026

8. Action Items: Discussion Agenda
9. Executive Session
10. Matters from Staff
11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: Monday, March 2, 2026
14. Adjourn

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

Headwaters of Blanco Basin (foreground) and Navajo Basin (background) taken June 2024

City of Santa Fe Water
February 2026 Overview and Update

Public Works and Utilities Committee
February 16, 2026

Agenda

- Background
- Current Conditions
  - **Drought**
  - **Snow and Surface Water**
  - **Groundwater**
- Annual Plan Process
  - **Preliminary 2026 Plan**

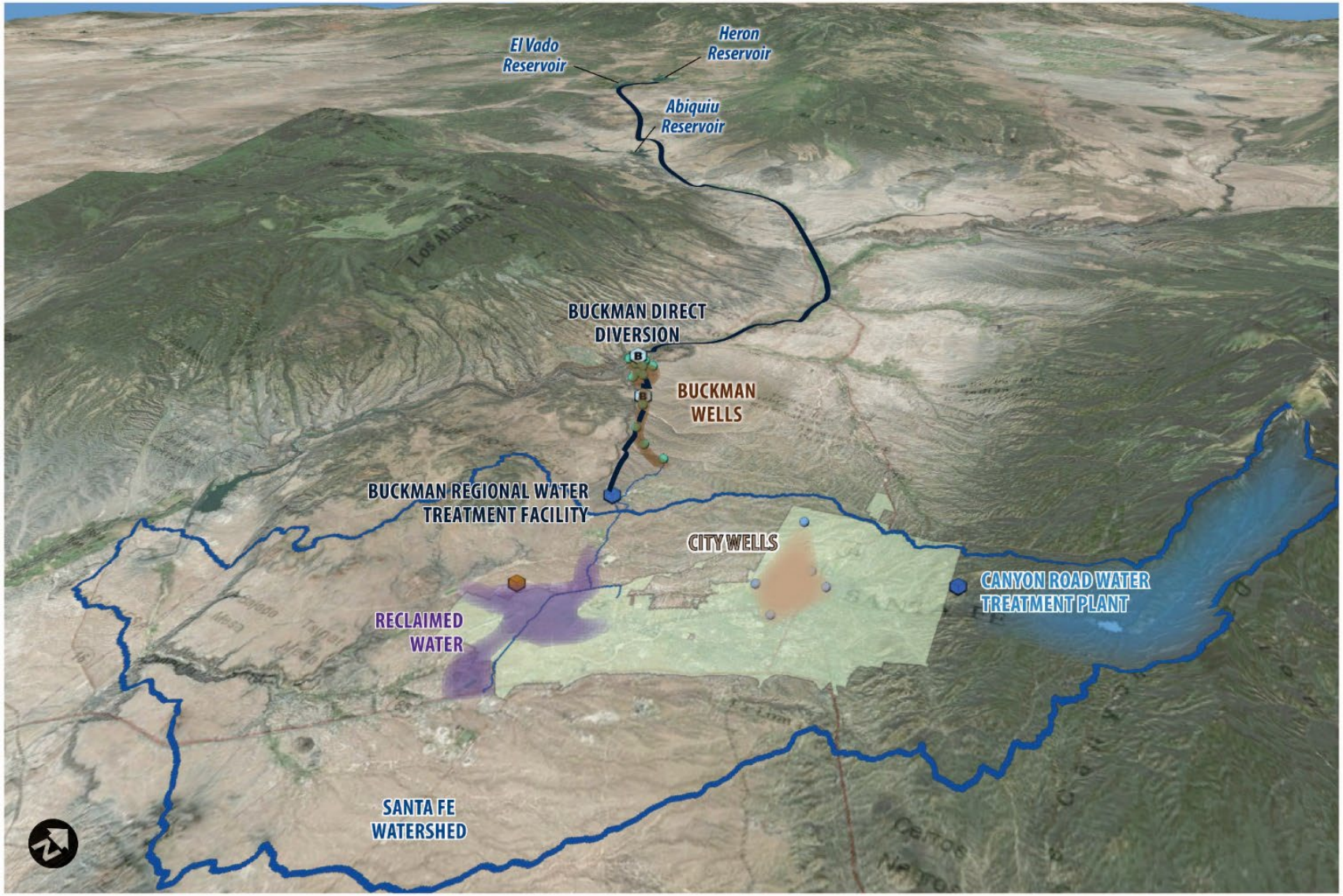
Background

The System

<u>4 Drinking Supplies</u>

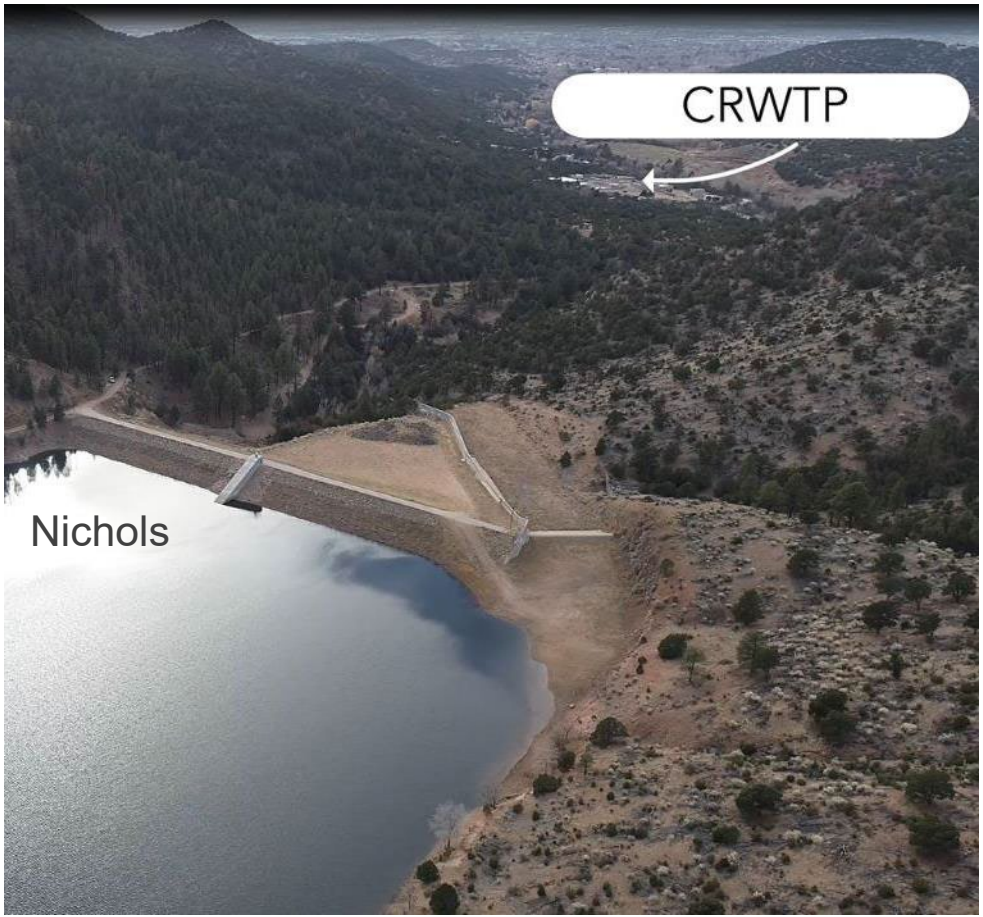
- Santa Fe River (CRWTP)
- City Wells
- Buckman Wells
- Rio Grande (BDD)

<u>Reclaimed Water</u>



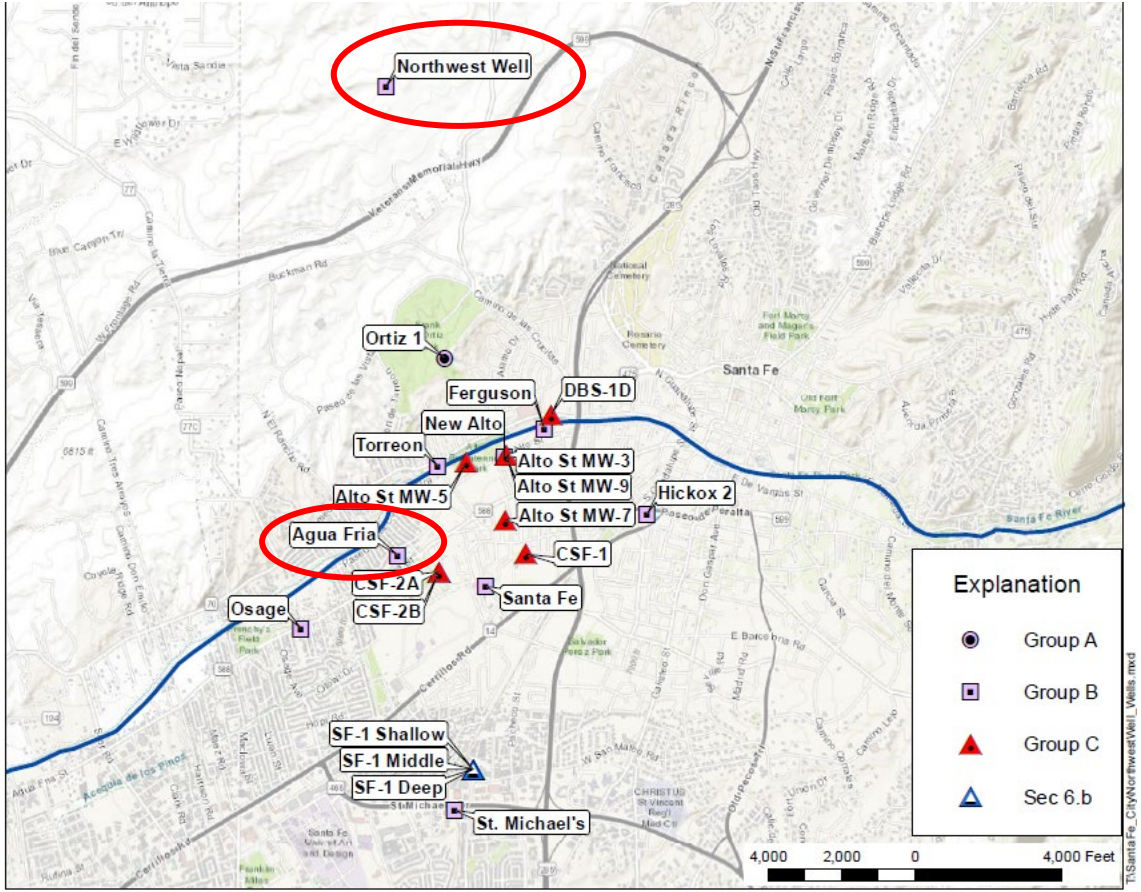
Santa Fe River

Stored in McClure and Nichols and treated at Canyon Road Water Treatment Plant



City Wells

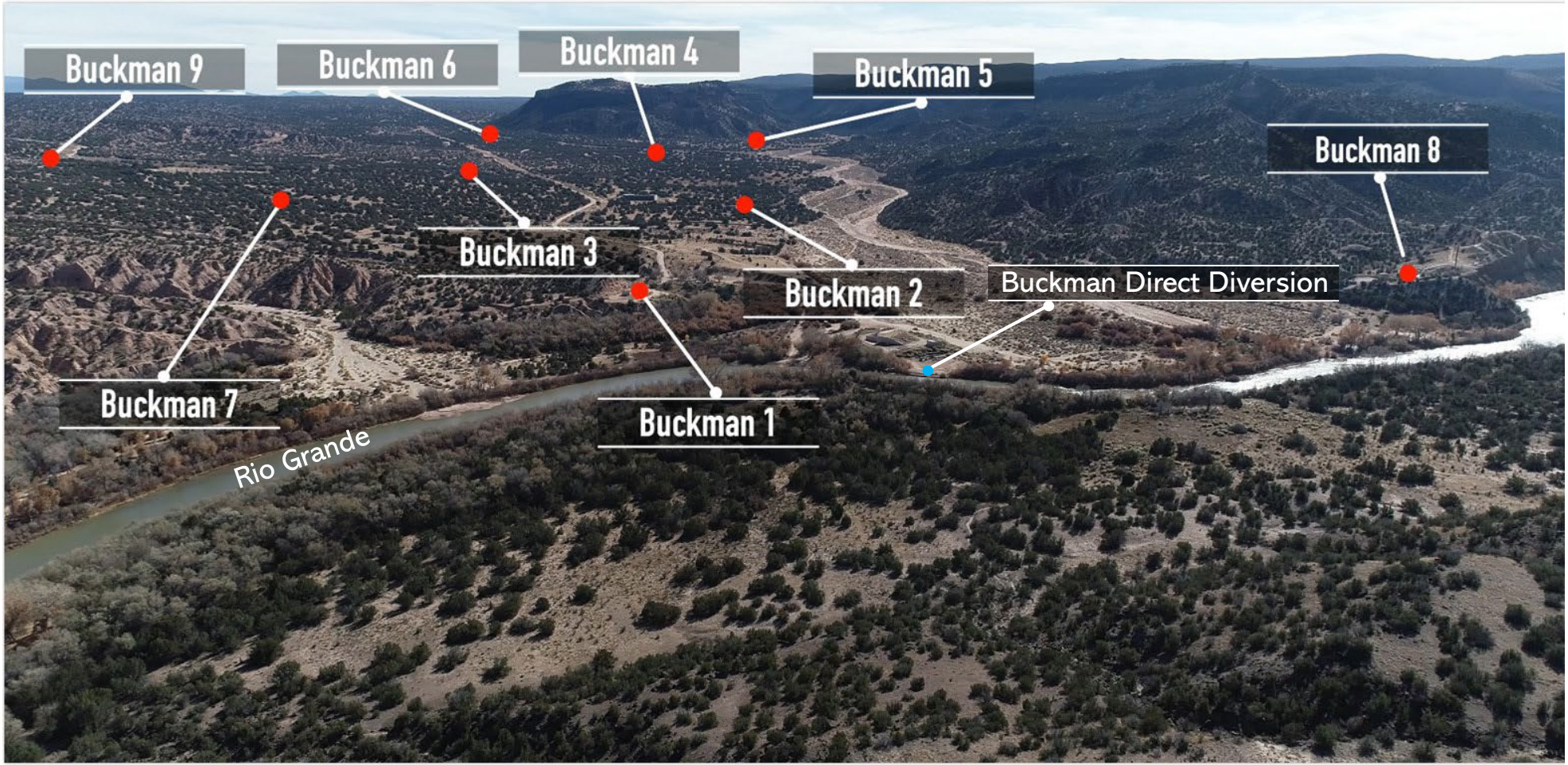
Currently 7 active production wells



- First wells drilled in 1950s
- Wells are mostly along Santa Fe River
- Northwest Well in La Tierra Trails and Agua Fria north of the Indian School are the workhorses

Buckman Wells 1-9 (of 13)

As seen from the Rio Grande looking towards Santa Fe



Buckman Direct Diversion

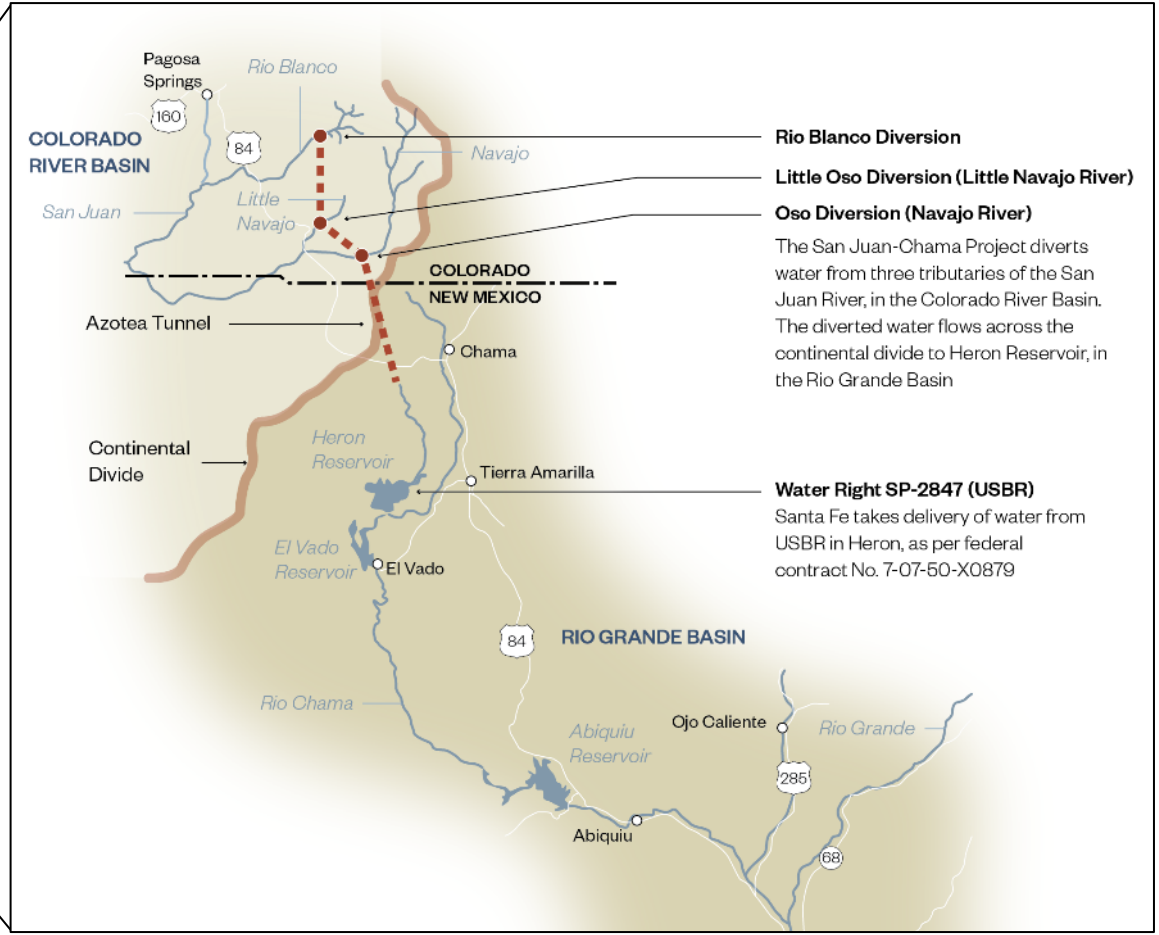
Online in 2011

- City, County, and Las Campanas own diversion

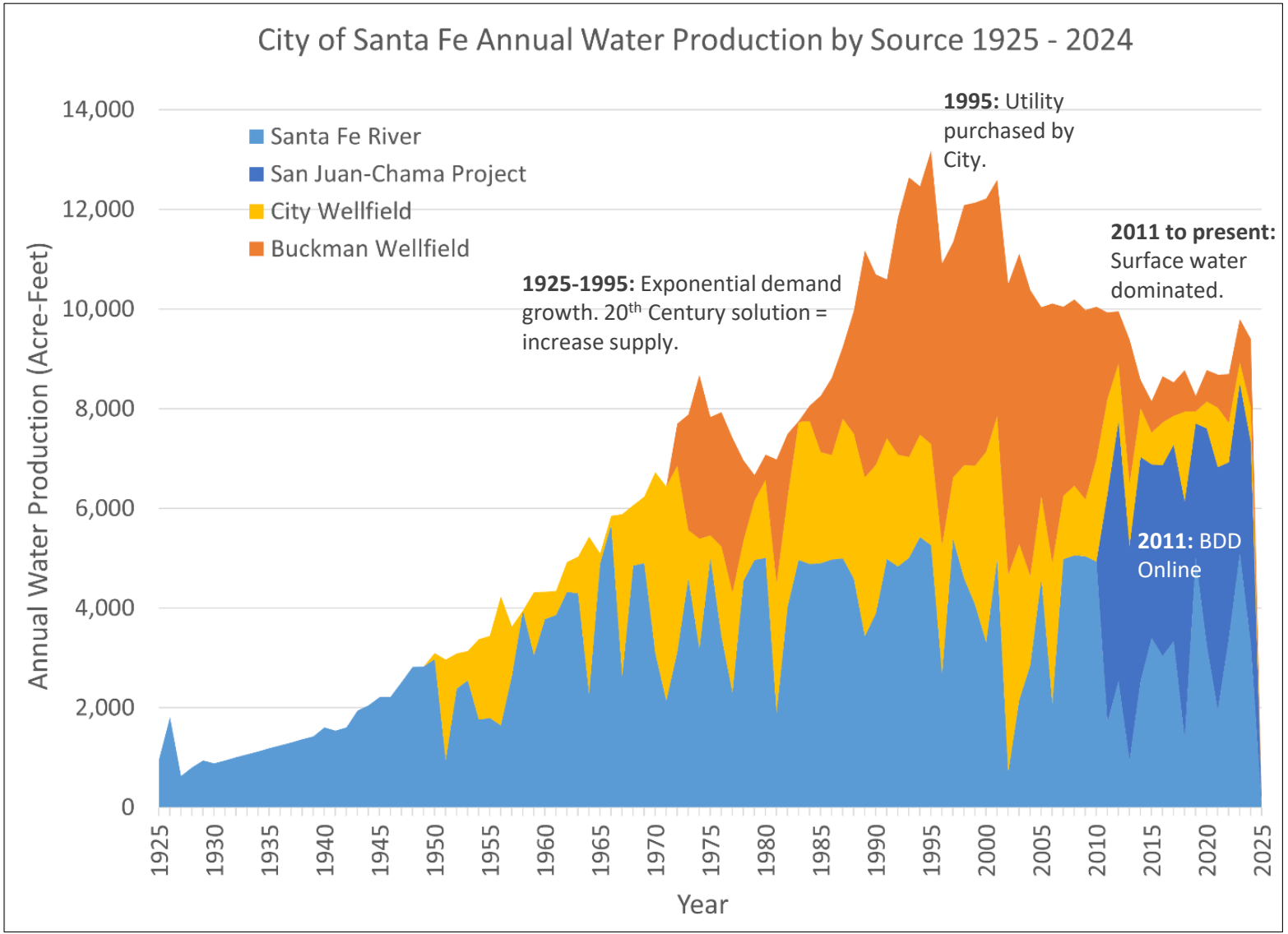
- City & County own treatment plant

San Juan Chama Project

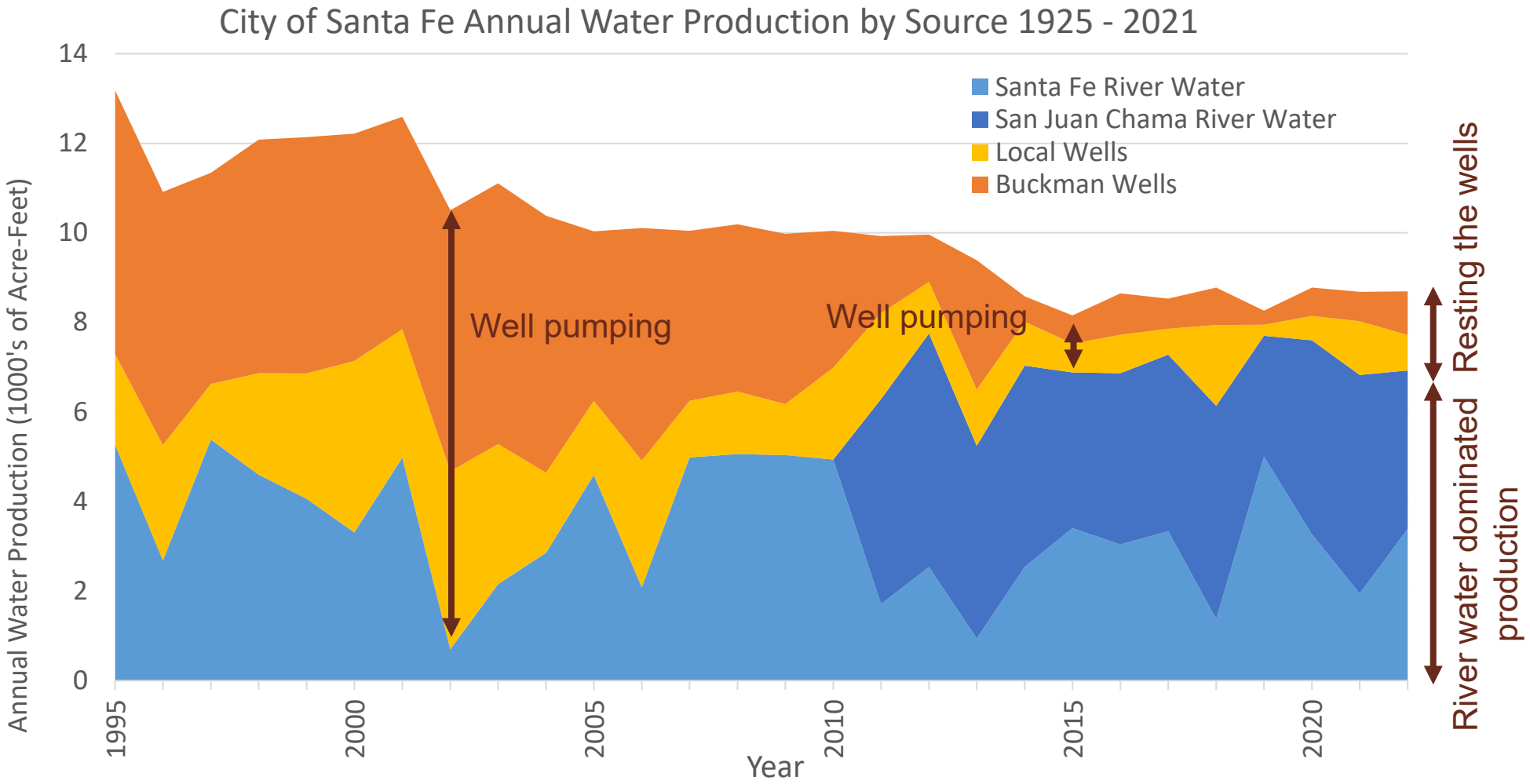
City diverts Colorado River (San Juan – Chama Project) water directly from Rio Grande



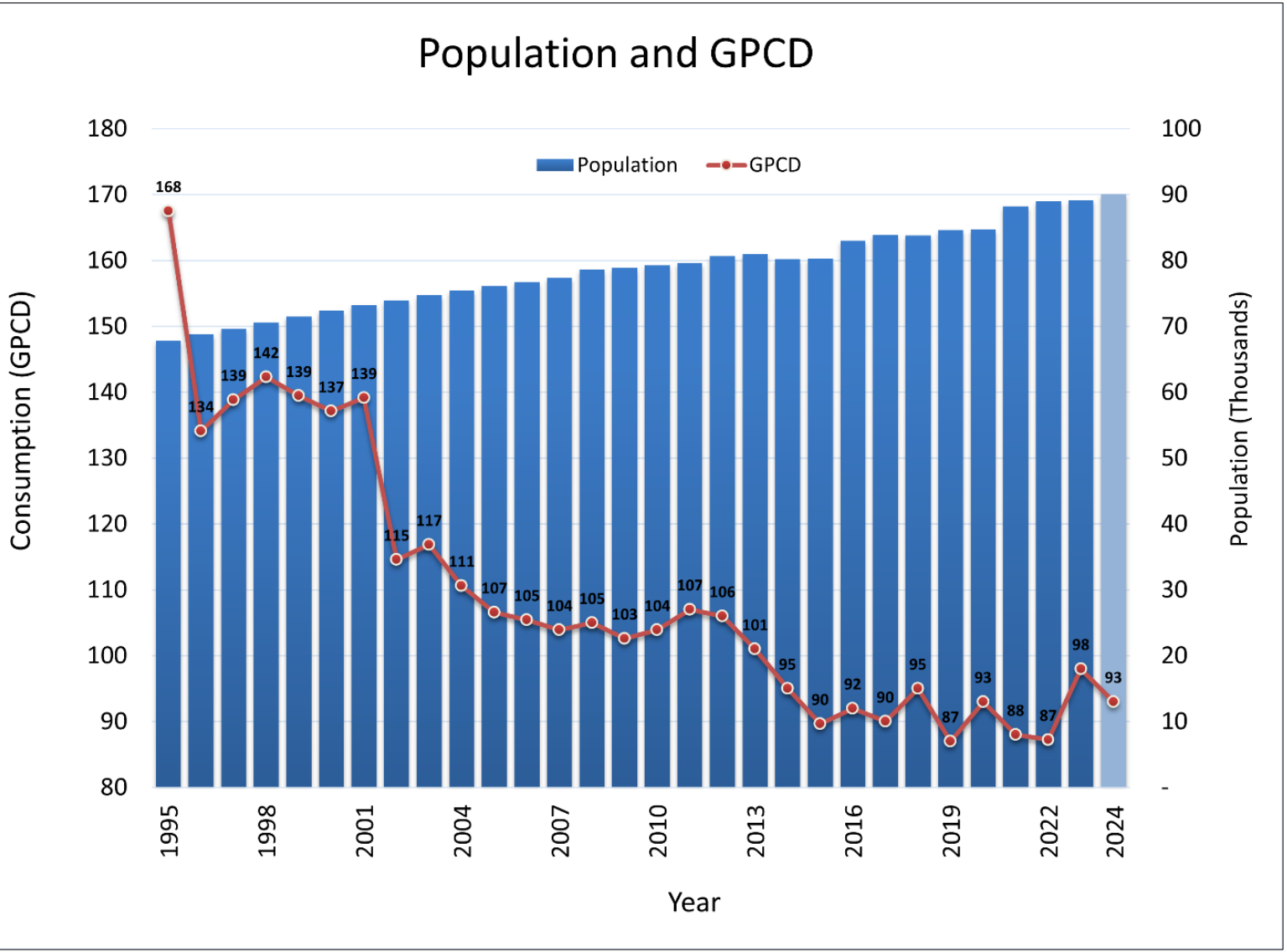
CoSF Water Past: A Picture Is Worth…



1996 – Present Transition to Surface Water Dominated Production



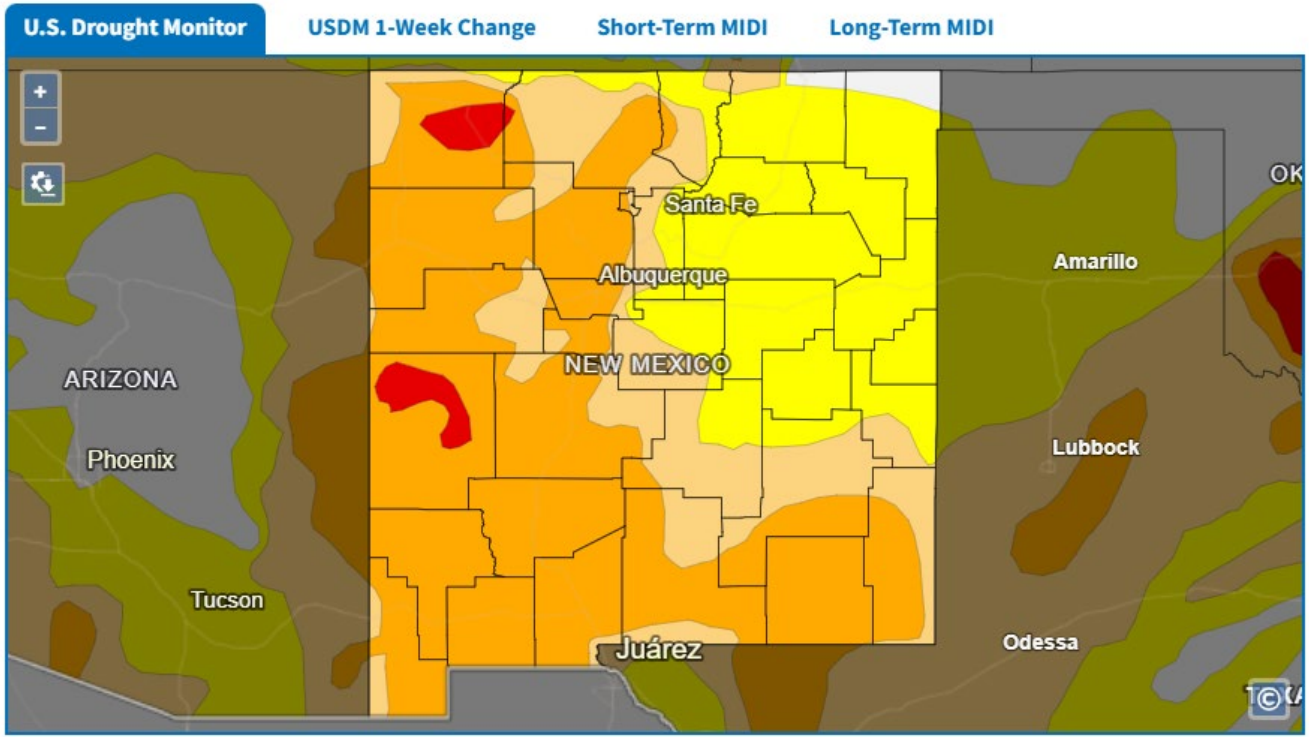
Water Conservation Success



Drought 2026

Drought Monitor

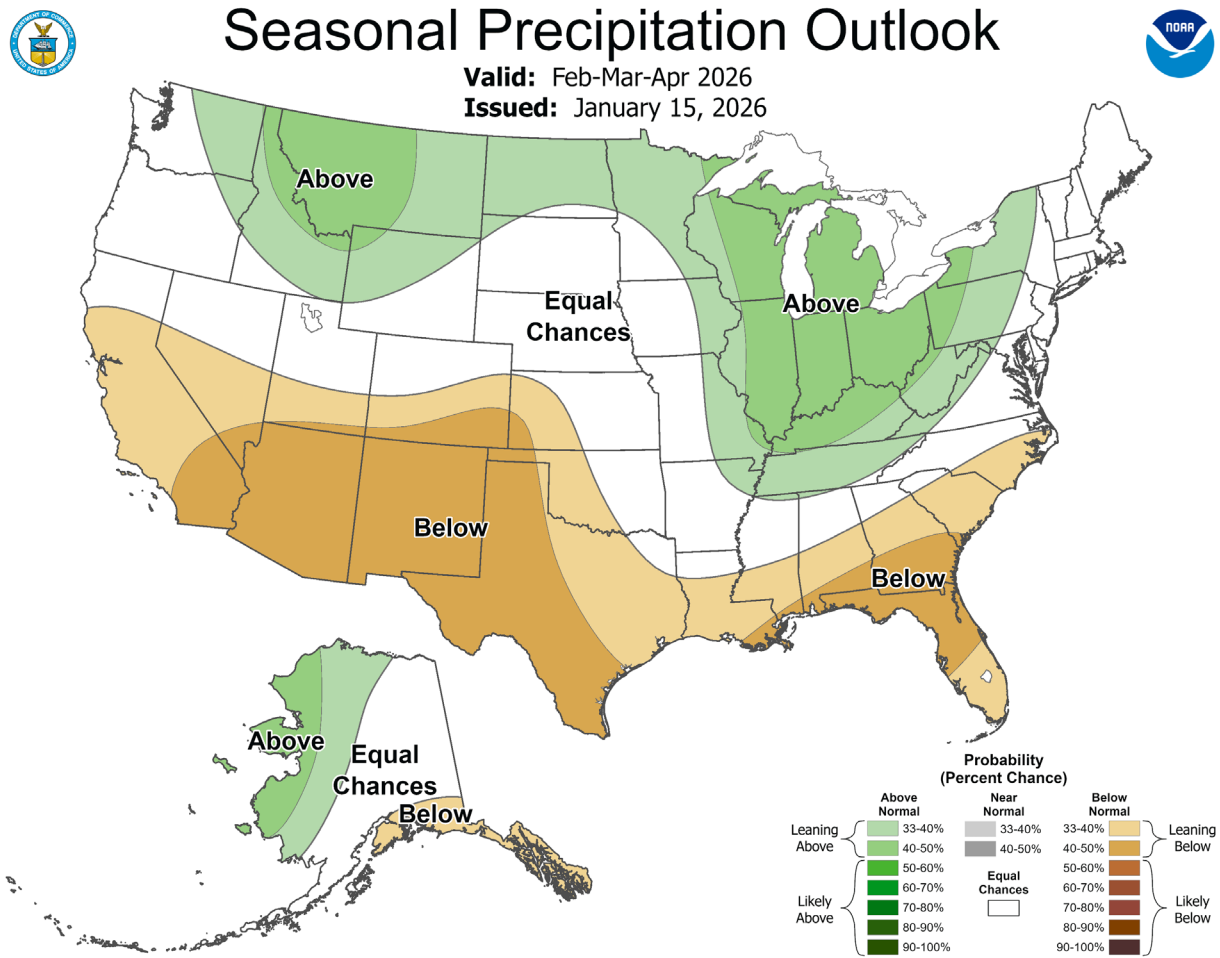
Santa Fe County is entirely D0 or D1



Legend

Drought & Dryness Categories	% of NM
D0 – Abnormally Dry	27.2%
D1 – Moderate Drought	20.4%
D2 – Severe Drought	49.4%
D3 – Extreme Drought	2.0%
D4 – Exceptional Drought	0.0%
Total Area in Drought (D1–D4)	71.8%

Seasonal Forecast



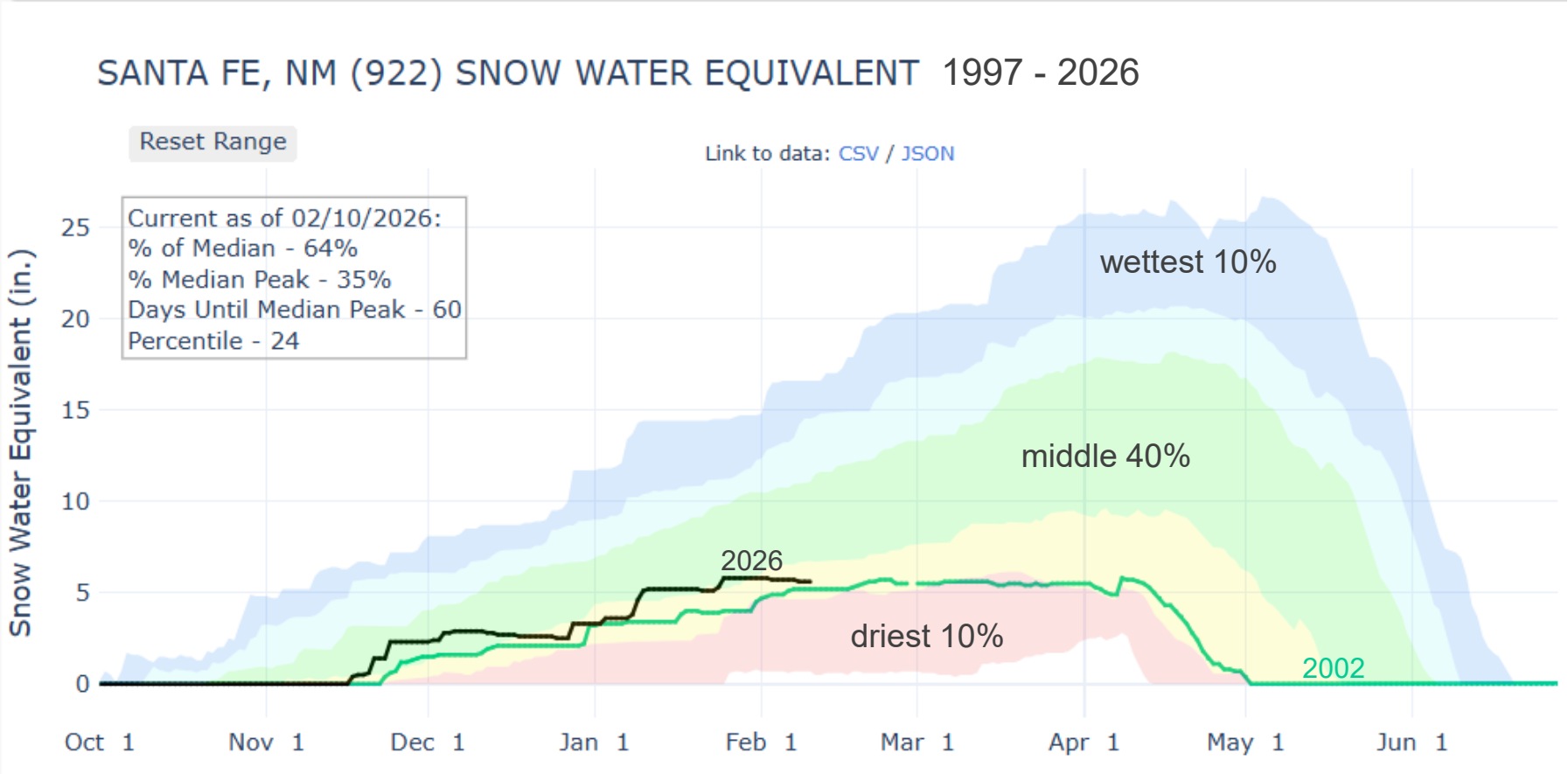
The 3-month outlook issued by the Climate Prediction Center has much of the southwest on track to continue to see below average precipitation

Snow and Surface Water 2026

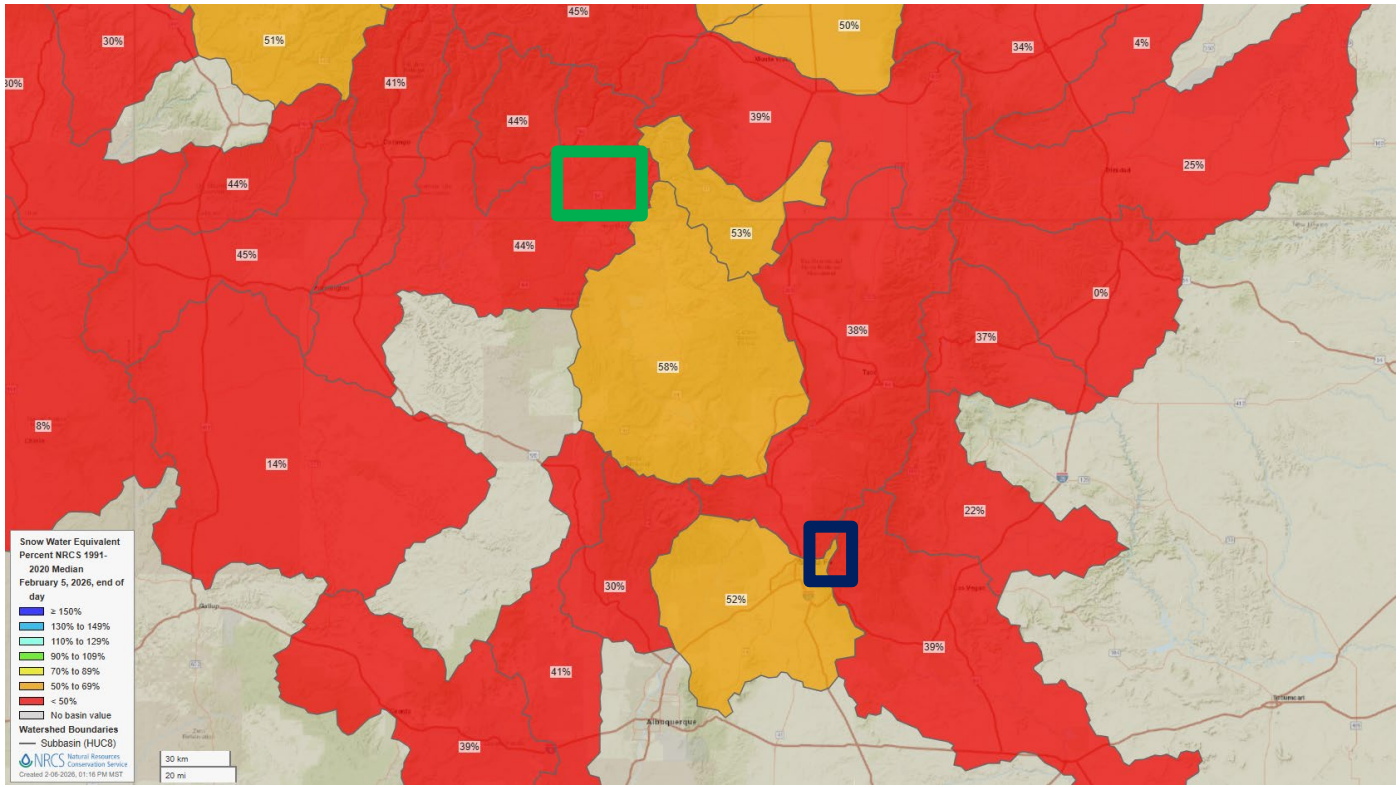
Surface Water Key Points

- At this time of year, there is great uncertainty around snowmelt runoff
- Snowmelt runoff forecasts improve through spring; we disseminate our plan to the public in April
- **Even with low snowpack and projected runoff, we will have enough water to meet demand**

Current State of the Snowpack at One Point



Current State of the Snowpack



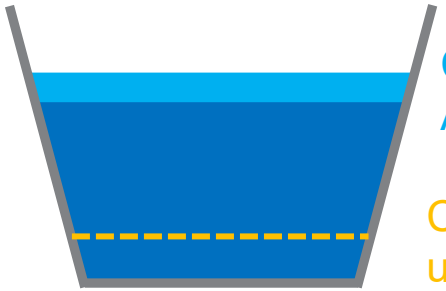
The snowpack in the headwaters of the San Juan Chama Project is currently at 44% of the median for this time of year

The Santa Fe watershed snowpack is currently at 52% of median for this time of year

This time last year, the SJC headwaters was at 59% and the SFR was at 40%, a very similar situation to now

Reservoir Storage

Abiquiu, El Vado, and Heron Reservoirs



Currently expect ~2,000 AF of inflow of SJC

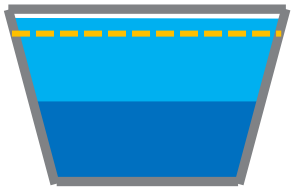
Currently expect to use ~3,500 AF of SJC

The City has ~10,000 AF stored SJC water

McClure and Nichols Reservoirs

Currently expect ~2,200 AF of inflow in the SF Watershed

Currently expect to use ~3,600 AF of SF River Water



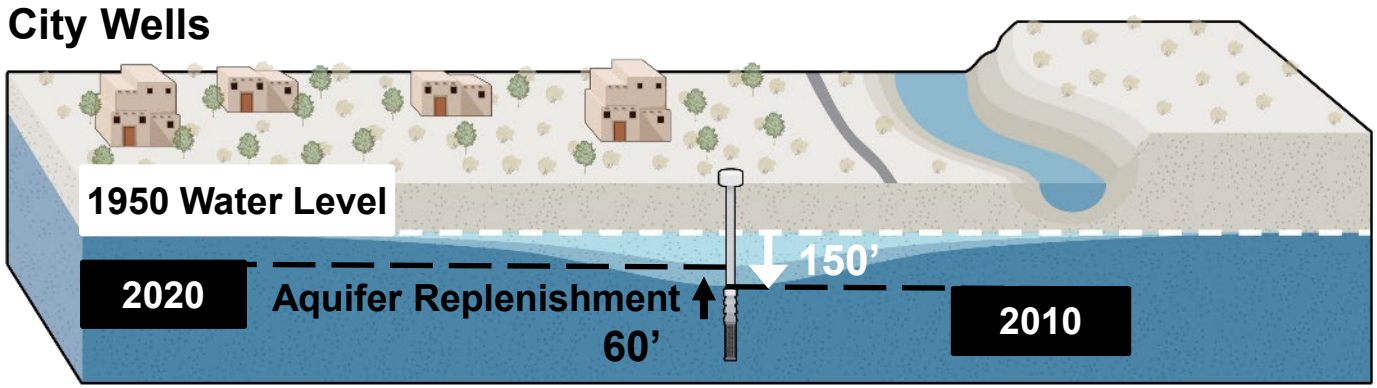
The City has ~1,900 AF stored in the Santa Fe Watershed

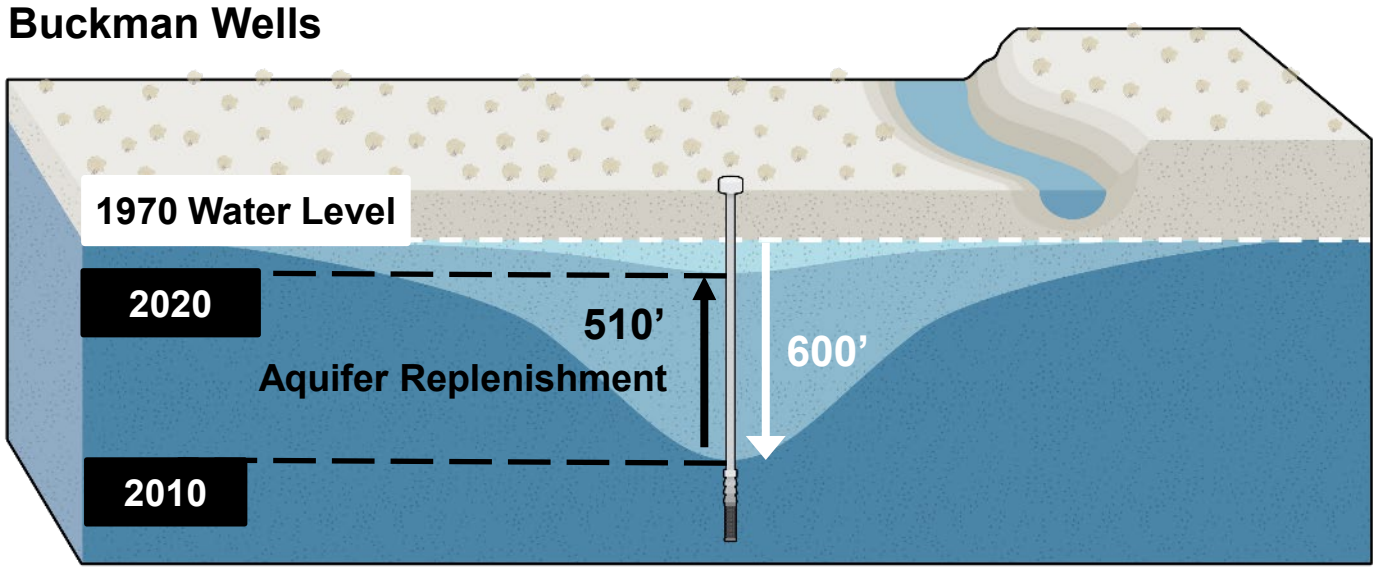
Groundwater 2026

Groundwater Recovery

- Since shifting to surface water dominated production, water levels in our wells have been recovering

- We like to keep our wells in reserve as a “drought proof” backup



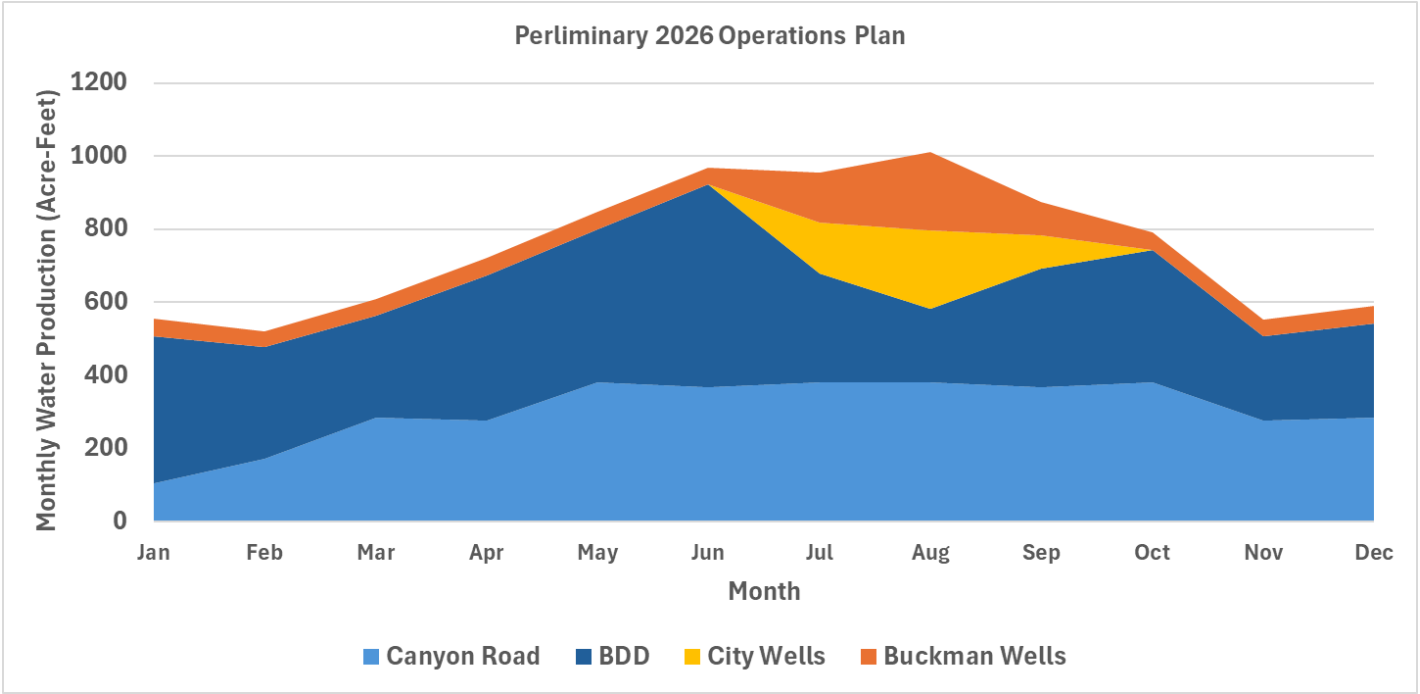


Annual Planning

Water Resources Annual Planning Process

- Early period (January to March): preliminary planning
  - **In weekly operations meetings, use preliminary runoff forecasts to develop a preliminary plan**
  - **Revise as conditions warrant**
- April: draft final planning
  - **Develop draft final plan**
    - *Use USBR annual operating plan for SJC allocations and Rio Grande flows*
    - *Use NRCS April 1 runoff forecast for Santa Fe Watershed, paired with snowmelt runoff tool*
  - **April public dissemination of status, to governing body and public ("What's Up with Water")**
- Spring/Summer/Fall: continuous planning
  - **Weekly federal agencies river operations calls for coordination and keeping up to date on conditions**
  - **Monitor Rio Grande flows and manage water rights diversions accordingly**
- Ongoing work to improve forecasts
  - **Santa Fe River: Snowmelt runoff tool + new field snow surveying program**
  - **SJC Tributary LIDAR study**

Preliminary Source Water Planning



In our preliminary look, in 2026 we plan on:

1. Using mostly surface water to meet City demand (over 80%)
2. Low flows and high turbidity driven by the monsoon cause less production from BDD and more use of groundwater in the summer

Questions?

Regular Meeting of the Public Works and Utilities Committee
February 2, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Regular Meeting of the Public Works and Utilities Committee was called to order by Councilor Amanda Chavez at 5:01 PM, on Monday, February 2, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT
City Councilor, District 4 Amanda Chavez
City Councilor, District 1 Patricia Feghali
City Councilor, District 2 Elizabeth Barrett
City Councilor, District 3 Pilar Faulkner
City Councilor, District 2 Paul Bustamante

OTHER PARTICIPANTS ATTENDING
Sam Burnett, Interim Public Works Department Director
Jesse Roach, Interim Public Utilities Department Director
Michael Dozier, Wastewater Division Director
Marcos Armijo, Field Operator Lead

3. Approval of Agenda

MOTION A motion was made by City Councilor, District 2 Barrett, seconded by Councilor Bustamante, to Approve.

VOTE The motion Passed on a voice vote.

4. Approval of Consent Agenda

MOTION A motion was made by Councilor Bustamante, seconded by City Councilor, District 1 Feghali, to Approve.

VOTE The motion Passed on a roll call vote.

Councilor Amanda Chavez
Councilor Patricia Feghali
Councilor Elizabeth Barrett
Councilor Pilar Faulkner
Councilor Paul Bustamante

5. Public Comment

6. Presentations

   a. Public Utilities Department Employee of the Month for December 2025: Marcos Armijo, Wastewater Management Division (Michael Dozier, Wastewater Management Division Director; mldozier@santafenm.gov)

7. Action Items: Consent Agenda

   a. Request for Approval of the January 20, 2026, Public Works and Utilities Committee Meeting Minutes. (Elsa Ornelas-Segura, Administrative Manager; egornelassegura@santafenm.gov

Approved on Consent

   b. Request for Approval of a General Services Contract with Andritz Separation Inc. in the Total Amount of $771,319.52 Including NMGRT for Refurbishment of No 2 & No 3 Belt Filter Presses at the Wastewater Treatment Plant for a Two-Year Term. (Leroy Alvarado, Operations Superintendent; lmalvarado@santafenm.gov)

      1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $771,320 from Wastewater Enterprise Fund to WIP Construction.

      Committee Review:
      Public Works and Utilities Committee: 02/02/2026
      Finance Committee: 02/09/2026
      Governing Body: 02/11/2026

Approved on Consent

   c. Request for Approval of Capital Outlay Grant Agreement with the New Mexico Department of Finance and Administration in the Total Amount of $260,000 for Project Completion of the Shelby Street Pedestrian Bridge Including Demolition and New Construction, Project 25-J5984 With a Reversion Date of April 11, 2027. (Scott Overlie, Public Works Project Manager III; saoverlie@santafenm.gov)

      1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $260,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction.

      Committee Review:
      Public Works and Utilities Committee: 02/02/2026
      Finance Committee: 02/09/2026
      Governing Body: 02/11/2026

Approved on Consent

   d. Request for Approval to Purchase Two Roll-Off Collection Vehicles from Rush Truck Centers of New Mexico, Inc. in the Total Amount of $548,338. (Martin Valdez, ESD Fleet Manager; mjvaldez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/02/2026
Finance Committee: 02/09/2026
Governing Body: 02/11/2026

Approved on Consent

e. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $1,060,091 from Municipal Recreation Complex (MRC) Cash Balance to the Lodgers' Tax Fund to Reconcile Costs Associated with the Startup of the Golf Course Operating Agreement in FY24. (Phillip Lujan, MRC Business Manager; pmlujan@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/02/2026
Finance Committee: 02/09/2026
Governing Body: 02/11/2026

Approved on Consent

f. Request for Approval of Amendment No. 2 to Professional Services Contract Item #24-0112 with WSP USA, Inc. for Owner's Representative Project Manager Services to Support Redevelopment at Midtown to Increase the Amount of Compensation by $1,173,861 for a Total Compensation of $5,083,861. (Carly Venditti, Metropolitan Redevelopment Agency Deputy Director; cavenditti@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/02/2026
Finance Committee: 02/09/2026
Governing Body: 02/11/2026

Approved on Consent

g. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Amanda Chavez)
A Resolution Authorizing City of Santa Fe Representatives and Agents to Sign Agreements and Requests for Payment Regarding New Mexico Environment Department, for Grant Agreement Number SAP 25-J2459-GF to Plan, Design, and Construct a Wastewater Treatment Facility. (Carol Swenson, Business Operations Manager; ycswenson@santafenm.gov)

Committee Review:
Governing Body (Introduced): 01/28/2026
Public Works and Utilities Committee: 02/02/2026
Finance Committee: 02/09/2026
Governing Body: 02/11/2026

Approved on Consent

8. Action Items: Discussion Agenda
9. Executive Session
10. Matters from Staff
11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: Monday, February 16, 2026
14. Adjourn

Meeting Adjourned at 5:19 PM

_____ _____

Liaison Chair

CITY OF SANTA FE

Date: January 16, 2026

To: Governing Body

From: Tim Farrell, Interim Facilities Division Director Timothy Farrell

Via: Brian Moya, Interim City Manager BRIAN MOYA
Sam Burnett, Interim Public Works Department Director JOHN BURNETT (Jan 19, 2026 07:41:33 MST)

Subject: City of Santa Fe Market Station Condominium Unit - Common Area Adjustment

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ACTION:
Request for Approval of First Amendment to Amended Condominium Declaration for Market Station to Adjust the Common Area of the City of Santa Fe's Office Condominium at 500 Market Street. (Tim Farrell, Interim Facilities Division Director, tgfarrell@santafenm.gov)

BACKGROUND AND SUMMARY:
The City of Santa Fe owns Office Space Condominium Unit #2 at 500 Market Station. The City's unit comprises 26.44% of the Market Station building, with the remaining 73.56% owned by State Properties of New Mexico ("SPONM").

The City's condominium is currently divided into two separated areas:
- A north unit consisting of 10,318 square feet (sf) of unfinished, vacant space.
- A south unit consisting of 11,156 sf, formerly occupied by Public Works, Parking, and other City departments.

A designated Condominium Common Area is located between the two City units (see attached plan).

The south portion of the City's condominium will soon be re-occupied by the Information Technology & Telecommunications (ITT) Department. Design work for the ITT relocation has been completed by Woven Architecture, a construction bid has been received, and the City is prepared to proceed into the remodel phase.

To properly secure both the south and north City units, and to improve functional use of the full City-owned condominium area, Facilities Management approached the Condominium Manager, SPONM, to request a modification to the Market Station Condominium Declaration (see attached). The proposed modification transfers 583 sf of the existing Common Area located between the two City units into the City's defined condominium space.

This transfer increases the City's total square footage from 21,474 sf to 22,057 sf, and the City's ownership share from 26.44% to 26.97% of the building. The additional area is critical to the project, as it allows for the construction of:
- A secure reception area for ITT, and
- A secured internal corridor providing controlled access to the north unit for a future tenant.

SPONM has agreed to transfer the 583 sf to the City at no cost. Based on the resulting 0.53% increase in the City's ownership share, the City should anticipate an estimated $1,900 annual increase in its proportionate share of Common Area Maintenance (CAM) costs, based on current billing rates.

ATTACHMENTS:
5/01/12 Condominium Survey of Market Station
5/18/12 Market Station Condominium Declaration
6/30/25 First Amended and Restated Condominium Survey of Market Station
First Amendment to Amended Condominium Declaration for Market Station

FUNDING SOURCE:
Not Applicable.

Budget Officer/Designee: Andy Hopkins Date: 01/30/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
Not Applicable.

Chief Procurement Officer (CPO)/Designee: N/A N/A (Jan 30, 2026 15:58:52 MST) Date: 01/30/2026
CPO Comment/Exceptions: N/A

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: _____

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number PWD2532051
Approval: Rebecca Lovato-Sanvarong Title: Accounting Manager Date: 01/30/2026
Comment/Exceptions: _____

(1)

Southwestern Title and Escrow Inc.
File No. 120756 CP

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CONDOMINIUM DECLARATION
FOR
MARKET STATION, A CONDOMINIUM

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

DECLARATION OF CONDO
PAGES: 18

I Hereby Certify That This Instrument Was Filed for Record On The 18TH Day Of May, 2012 at 12:51:46 PM And Was Duly Recorded as Instrument # 1669764 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Valerie Espinoza
Deputy _____ County Clerk, Santa Fe, NM

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Article 1
Submission of the Property; Defined Terms

1.1 Submission of Property.

Railyard Company, LLC, a New Mexico limited liability company, is lessee of certain real property located within Santa Fe County, New Mexico under a sublease agreement with Santa Fe Railyard Community Corporation, dated October 1, 2007. The land to which this leasehold is applicable and the conditions of superior leases covering the same property are described on Exhibit "A", attached hereto and incorporated herein. Railyard Company, LLC, hereby submits the real property, together with all easements, rights and appurtenances thereto (Property) to the provisions of Chapter 47, Articles 7A, 7B, 7C and 7D, NMSA 1978, known as the New Mexico Condominium Act (Condominium Act or the Act), and creates a Condominium with respect to the Property to be known as Market Station, a Condominium (Condominium).

1.2 Defined Terms.

1.2.1 **Articles of Incorporation or Articles**: the Articles of Incorporation of Market Street Association, Inc.

1.2.2 **Assessment**: the assessments levied on all Units by the Association to fund the Common Expenses, including reserves, for the general benefit of all Units.

1.2.3 **Association**: Market Station Association, Inc., a New Mexico non-profit corporation.

1.2.4 **Bylaws**: the Bylaws of the Association.

1.2.5 **Common Elements**: all portions of the Condominium, other than the Units.

1.2.6 **Common Expense**: expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.2.7 **Condominium**: Market Station, a Condominium.

1.2.8 **Condominium Instruments**: the Declaration, Articles of Incorporation and Bylaws, Plat and Plans, Rules and Regulations (if any), as amended. Any exhibit, schedule, or certification accompanying a Condominium Instrument is a part of that Instrument.

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1.2.9 **Costs of Enforcement**: all monetary fees, fines, late charges, interest, expenses, costs, including receiver's and appraiser's fees, and reasonable attorneys' fees and disbursements, including legal assistants' fees, incurred by the Association in connection with the collection of Assessments or in connection with the enforcement of the terms, conditions and obligations of the Condominium Instruments.

1.2.10 **Directors**: the Board of Directors of the Association.

1.2.11 **Mortgagee**: the holder of a first Security Interest in a Unit.

1.2.12 **Limited Common Element**: a portion of the Common Elements allocated by this Declaration, or the Act, for the exclusive use of one or more but fewer than all of the Units in the Condominium.

1.2.13 **Occupant**: a person or persons, other than the Owner, in possession of a Unit, including tenants and guests.

1.2.14 **Owner**: the owner of a Unit as defined herein. In the event a Unit is held in trust or owned by a legal entity, the term shall also include the trustee, an officer or director, manager or member or the owner of a beneficial interest in the entity.

1.2.15 **Plat and Plans**: the plat and plans required by §47-7B-9 of the Condominium Act, attached hereto and incorporated herein as Exhibit "B".

1.2.16 **Property**: the real property more particularly described on Exhibit "A".

1.2.17 **Reserved Common Element**: a portion of the Common Elements designated by the Directors for the exclusive use of one or more but fewer than all the Units, pursuant to § 47-7C-2 NMSA 1978 of the Condominium Act.

1.2.18 **Rules and Regulations**: Regulations of the Association, if any, adopted by the Directors of the Association, pursuant to § 47-7C-2 NMSA 1978 of the Condominium Act.

1.2.19 **Security Interest**: an interest in real estate created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, land sales contract, lease intended as security, assignment of lease or rents intended

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as security, and any other consensual lien or title retention contract intended as security for an obligation.

1.2.20 **SFRCC Lease:** the Amended and Restated Lease Agreement between Santa Fe Railyard Community Corporation, as Lessor, and Railyard Company, LLC, as Tenant, dated October 1, 2007.

1.2.21 **Undefined Terms**: terms not otherwise defined herein or in the Plat and Plans, exhibits, Bylaws, or in any amendment hereto, shall have the meanings specified in § 47-7A-3 of the Condominium Act.

1.2.22 **Unit**: a Unit designated in this Declaration or any amendment thereto.

Article 2
Building on the Property; Unit Boundaries; Maintenance

2.1 The Building.

The location, dimensions and area of the building on the Property are depicted on the Plat and Plans, attached hereto and incorporated herein as Exhibit "B". This project consists of one building which contains four (4) Units.

2.2 Units.

The location of Units and any Limited Common Elements allocated exclusively to each Unit are shown on the Plat and Plans. Attached hereto as Exhibit "C" is a list of all Units, their identifying letter, size (as shown more fully on the Plat and Plans), and the Percentage Interest of each Unit in the Common Elements, as well as liability for Common Expenses and the vote in the Association appurtenant to each Unit, determined on the basis of size. The size of each Unit is the total number of interior square feet, determined by reference to the dimensions shown on the Plat and Plans. The Percentage Interest allocated to each Unit is the ratio of the size of the Unit to the size of all Units in the Condominium, expressed as a percentage. The number of Units created hereby is four (4).

2.3 Unit Boundaries.

Each Unit shall consist of the space bounded by the unfinished walls, ceilings and floors.

2.4 Maintenance Responsibilities of the Unit Owner.

Each Owner shall be responsible for the maintenance and repair of his or her Unit and shall be responsible for the repair and replacement of glass in the windows and doors of

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his or her Unit. All replacement glass shall be subject to the approval of the Association. An Owner shall, at the Owner's expense, maintain and keep in good repair all fixtures, equipment, and utilities installed and included in a Unit, commencing at a point where the fixtures, equipment and utilities enter the Unit. No Owner shall allow any action or work that will impair or modify the Common Elements or impair the proper functioning of the utilities, heating, ventilation, or plumbing systems, without approval of the Association. Each Owner shall keep clean any Limited Common Elements appurtenant to his or her Unit.

2.5 Limited Common Elements.

Certain portions of the Common Elements are initially designated on the Plat and Plans as Limited Common Elements reserved for the exclusive use or primary benefit of the Owners and Occupants of specified Units. All costs associated with the maintenance, repair, replacement, insurance and reserves for such expenses shall be assessed by the Association against the Owners of the Units to which the Limited Common Elements are appurtenant.

2.6 Maintenance Responsibilities of the Association.

All of the Condominium not required in this Declaration to be maintained and kept in good repair by a Unit Owner, including all Common Elements and all Limited Common Elements, shall be maintained by the Association.

Article 3
Assessments

3.1 Common Expenses Attributable to Fewer Than All Units.

Any Common Expense associated with the maintenance, repair or replacement of any Limited Common Element shall be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

3.1.1 Any Common Expense for services provided by the Association to an individual Unit at the request of an Owner shall be assessed against the Unit which benefits from such service.

3.1.2 Fees, charges, late charges, fines, collection costs, and interest charged against an Owner pursuant to the Condominium Instruments and the Act are enforceable as Common Expense assessments.

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3.2 Negligent Damage.

In the event that the need for maintenance, repair or replacement of all or any portion of the Common Elements is caused through or by the negligent or willful act or omission of an Owner or Occupant, then the expenses incurred by the Association for such maintenance, repair or replacement shall be a personal obligation of such Owner, and shall be an assessment levied against such Unit, enforceable by the Association in accordance with this Declaration.

3.3 Owner Misconduct.

If a Common Expense is caused by the misconduct of an Owner, the Association may assess that expense exclusively against that Owner's Unit.

3.4 Insurance.

The cost of insurance shall be assessed in proportion to risk.

3.5 Ratification of Budget.

Any proposed budget for the Condominium shall be deemed ratified by all Unit Owners, unless at a meeting to consider ratification of any proposed budget, Owners holding two-thirds (⅔) or more of the votes in the Association vote, in person or by proxy, to reject the proposed budget. The budget may be deemed ratified whether or not a quorum is present at the meeting. In the event the proposed budget is rejected, the budget last ratified by the Unit Owners shall continue in force until such time as the Unit Owners ratify a subsequent budget proposed by the Board.

3.6 Groundlease Payment.

The Association shall include in each annual budget such sums as may be necessary to pay rent under the Sublease between Santa Fe Railyard Community Corporation (Lessor) and Railyard Company, LLC, (Lessee), dated October 1, 2007, excluding any sum due from another sublessee if part of the Sublease has been assigned with the consent of Lessor. The rent described herein shall be assessed against the units as to which there is no partial assignment of the Sublease.

Article 4
Restriction on Units and Common Elements

4.1 Units. All Units created by this Declaration are designated for Commercial, Mixed-Use, multi-tenant and other uses allowed under the Master Plan for Santa Fe Railyard, dated May, 2002, as subsequently amended.

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4.2 Designation of Reserved Common Elements.

The Directors shall have the power in their discretion to designate from time to time certain Common Elements as Reserved Common Elements, to grant reserved rights to any or less than all of the Owners, and to establish a reasonable charge to such Owners for the use and maintenance thereof. Such designation by the Directors shall not be construed as a sale or disposition of the Common Elements.

4.3 Use of Unit and the Common Elements.

No immoral, improper, offensive or unlawful use may be made of the Property and Owners shall comply with and conform to all applicable laws and regulations. A violating Owner shall hold the Association and other Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

4.4 Signs on Common Elements.

Subject to the approval of the Association, each Unit shall be permitted to have one exterior sign for displaying the business name and/or Owner information associated with the purpose of the Unit, and each Unit shall be listed on a directory located in the elevator lobby. Owners wishing to post additional signs shall apply, in writing, for permission to do so from the Association. The Association may promulgate Rules and Regulations offering reasonable guidelines governing size, placement and design of proposed signs.

4.5 Occupancy Restrictions.

The following occupancy restrictions apply to all Units and to the Common Elements:

4.5.1 No electrical device creating electrical overloading of standard circuits may be used without permission from the Association. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Owner from whose Unit it shall have been caused. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes serving that Unit.

4.5.2 Each Owner shall keep his or her Unit in a good state of preservation and cleanliness. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin.

4.5.3 All fixtures and equipment shall be used for the purposes for which they were designed.

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4.5.4 No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants. No Owner or Occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Owners or Occupants. No Owner or Occupant shall cause noise or play, or suffer to be played, any audio equipment at such high volume or in such other manner that it shall cause unreasonable disturbances to other Owners or Occupants.

4.5.5 Nothing shall be altered, or constructed in, or removed from the Common Elements or Limited Common Elements, except with the prior written consent of the Association.

4.5.6 The Common Elements shall be used only for the uses for which each was designed and is reasonably suited incident to the use and occupancy of the Units.

4.5.7 No Owner shall enter into a lease of his or her Unit without first executing a written lease with the lessee. Such lease shall require the lessee to comply with the terms and provisions of the Condominium Instruments and, further, provide that the failure of the lessee to comply with them constitutes a default under the terms of the lease. Each Unit Owner shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Association. The foregoing provisions of this subsection shall not apply to a Mortgagee in possession of a Unit as a result of foreclosure or any proceeding *in lieu* of foreclosure, during the period of such Mortgagee's possession.

4.5.8 No Unit shall be used for an adult amusement establishment, an adult bookstore, for the sale of drug paraphernalia, for the purpose of providing tattoo or piercing services, for take-away liquor sales, nor for the purpose of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, or device.

4.5.9 No Unit shall be used for any purpose not allowed under the SFRCC Lease or the Master Plan for Santa Fe Railyard, dated May, 2002, as subsequently amended, nor shall any Unit be sued for residential purposes.

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4.6 Satellite Antennae.

Pursuant to the provisions of the Federal Communications Commission (FCC) Over-the-Air Reception Devices Rule, 47 C.F.R. Section 1.4000, any device that is used for the receipt of video programming services, including direct broadcast satellite (DBS), multipoint distribution service (MDS), and local television broadcast signals (TVBS), and any device used to receive or transmit fixed wireless signals (FWS) that are one meter (39.37 inches) or less in diameter may be installed by an Owner, with the prior approval of the Association. A mast, cabling, supports, guide wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a device shall be considered part of the device. Devices shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal. Permission for the installation shall be denied only if the proposed installation would cause material damage to the Common Elements.

4.7 Subdivision of Units.

Pursuant to the terms of § 47-7B-13 of the Condominium Act, upon application by an Owner to subdivide a Unit, the Association shall prepare, execute and record an amendment to the Declaration, including revised Plat and Plans, subdividing that Unit. The amendment to the Declaration must be executed by the Owner of the Unit to be subdivided and an officer of the Association. The amendment shall assign an identifying letter to each Unit created and re-allocate the allocated interests formerly allocated to the subdivided Unit between the new Units in any reasonable manner prescribed by the Owner of the subdivided Unit. An Owner wishing to subdivide his or her Unit shall pay for all costs associated with the drafting of the amendment, the revised Plat and Plans, and the recording fees assessed by the Santa Fe County Clerk.

4.8 Relocation of Unit Boundaries.

A proposed relocation of Unit boundaries between adjoining Units shall be permitted upon application to the Association by the Owners of the affected Units, subject to compliance with the provisions of § 47-7B-12 of the Condominium Act. If the Owners of the adjoining Units have specified a re-allocation between the Units of their allocated interests (Percentage Interests), the application shall state the proposed re-allocation. Unless the Directors determine that the re-allocation is unreasonable, the Association shall prepare an amendment that identifies the Units involved, contains words of conveyance between the Unit Owners, and states the re-allocation. The amendment shall be executed by those Unit Owners and an officer of the Association and, upon recordation, shall be indexed in the name of the grantor and the grantee. The Association shall prepare and record revised Plats or Plans necessary to show the altered boundaries between adjoining Units, as well as their dimensions and identifying letters. Unit Owners wishing to relocate the boundaries between their Unit shall pay for all costs associated with the drafting of the

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amendment, the revised Plat and Plans, and the recording fees assessed by the Santa Fe County Clerk.

Article 5
Access to Units

The Association shall have the right of access to any Unit as provided in § 47-7C-7 of the Condominium Act. In case of emergency, such entry shall be immediate whether the Owner is present at the time or not.

Article 6
Amendment of Declaration; Restrictions

6.1 Restrictions on Amendments.

No material amendment of this Declaration of an adverse nature to Mortgagees may be made by the Association or the Owners without the prior written consent of Mortgagees representing at least fifty-one percent (51%) of the votes of the Units subject to mortgages. An addition or amendment to this Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any amendment or change to any provision which establishes, governs or regulates any interest of Mortgagees, including any action which terminates the legal status of the Condominium after substantial destruction or condemnation occurs, or for other reasons, or which by act or omission withdraws the submission of the Property to the Condominium Act, except as provided by the Condominium Instruments or the Condominium Act, shall be considered materially adverse.

6.2 Implied Consent of Mortgagees.

A proposed amendment shall be deemed approved by a Mortgagee when the Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgagee receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

6.3 Amendment by Unit Owners.

Except as otherwise provided or reserved herein or in the Condominium Act, this Declaration may be amended only by a vote of agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. Execution by the president of the Association of a certificate stating that Owners holding sixty-seven percent (67%) or more votes in the Association have approved the amendment shall be sufficient to show assent by Unit Owners to the amendment.

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6.4 Execution of Amendments.

An amendment to the Declaration required by the Condominium Act to be recorded by the Association which has been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Article 7
Protection of Security Interests

7.1 Mortgagee Protection.

Except as specifically provided in the Declaration or in the Act, no provision of the Declaration shall be construed to grant to any Owner or to any other person, any priority over any lien rights of a Mortgagee pursuant to its Security Interest in the case of distributions of insurance proceeds or condemnation awards.

7.2 Subordination.

Notwithstanding any other provision of this Declaration to the contrary, any first Mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Unit by the Mortgagee. Such limited subordination shall not apply to the Costs of Enforcement. Such subordination shall apply only to assessments on a Unit which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or to any deed or other proceeding in lieu of foreclosure. Any such sale or transfer in foreclosure or *in lieu* of foreclosure shall not relieve the purchaser of the Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

7.3 Notice of Actions.

The Association shall give prompt written notice to each Mortgagee of:

7.3.1 Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit in which there is a Security Interest held by such Mortgagee;

7.3.2 Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held by such Mortgagee, which remains uncured for a period of sixty (60) days;

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7.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

7.3.4 Any proposed action which would require the consent of a specified percentage of Mortgagees as specified in Article 6 hereof.

7.4 Enforcement.

The provisions of this Article are for the benefit of Mortgagees and their successors, and may be enforced by any of them, by any available means, at law or in equity.

Article 8
Reserved Development Rights

Declarant reserves the right, until the twenty-fifth (25th) anniversary of the recordation hereof, to subdivide any unit it owns.

Article 9
Subordination to Leases

The lien for assessments is hereby subordinated to any *bona fide* lease of a Unit to an independent third party. In the event of a foreclosure of the lien against a Unit which is subject to such a lease, the Unit shall be sold at foreclosure subject to the lease and the rights of the tenant thereunder, but (i) no payment of rent by the tenant more than one month in advance will be binding upon any such foreclosure purchaser; (ii) such purchaser shall have no liability to the tenant for damages arising from any breach or default of the Owner occurring prior to the date of the foreclosure sale; and (iii) the tenant must agree, in writing, to attorn to the foreclosure purchaser.

Article 10
Association May Assign Income

The Association shall have all the powers provided for in § 47-7C-2 of the Condominium Act including but not limited to the right to assign its right to future income (including the right to receive Common Expense Assessments) for the purpose of securing repayment of funds borrowed or indebtedness incurred by the Association in the performance of its responsibilities.

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Article 11
Substantial Completion

It is hereby certified that the structural and mechanical systems of the building containing Units have been substantially completed in accordance with the Plat and Plans.

Article 12
Taxation

Each Unit shall be deemed a separate parcel for tax purposes and shall be separately assessed.

Article 13
Use of New Technology

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law, now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made, under the Condominium Instruments may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice. *The use of technology in implementing the provisions of this Declaration and the Association Bylaws dealing with notices, payments, signatures, votes, consents or approvals is governed by the Bylaws of the Association and the New Mexico Nonprofit Corporation Act (§ 53- 8-1 to § 53-8-99 NMSA 1978).*

In witness whereof, the undersigned Declarant has executed this Declaration on the date last set forth below.

Railyard Company, LLC, a New Mexico limited liability company

By: _____ Date: 5/17/12
Rick Jaramillo, Principal Member

State of New Mexico
County of Santa Fe

The foregoing instrument was acknowledged before me this ___ day of May, 2012, by Steve Duran, Principal Member, on behalf of Railyard Company, LLC, a New Mexico limited liability company.

_____
Notary Public
My Commission Expires: 6-24-15

OFFICIAL SEAL
KURT A. SOMMER
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires _____

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Exhibit A

Legal Description of Property

This parcel is a part of the land in Santa Fe County, New Mexico, owned by the City of Santa Fe and leased to the Santa Fe Railyard Community Corporation (SFRCC) by "City of Santa Fe Railyard Lease and Management Agreement" dated February 27, 2002.

This parcel was sublet by SFRCC to Railyard Company, LLC, by that certain Amended and Restated Lease Agreement, dated October 1, 2007. It includes Parcels M-1 through M-4 and M-7 as shown on the plat "A.L.T.A./A.C.S.M. Survey of Parcels M-1 thru M-10 and Parcel G for the Railyard Company, LLC, Ambit Originator 1, LLC..." filed in the office of the Santa Fe County Clerk on April 28, 2008 in Plat Book 680, pages 42-43, as Instrument No. 1523819

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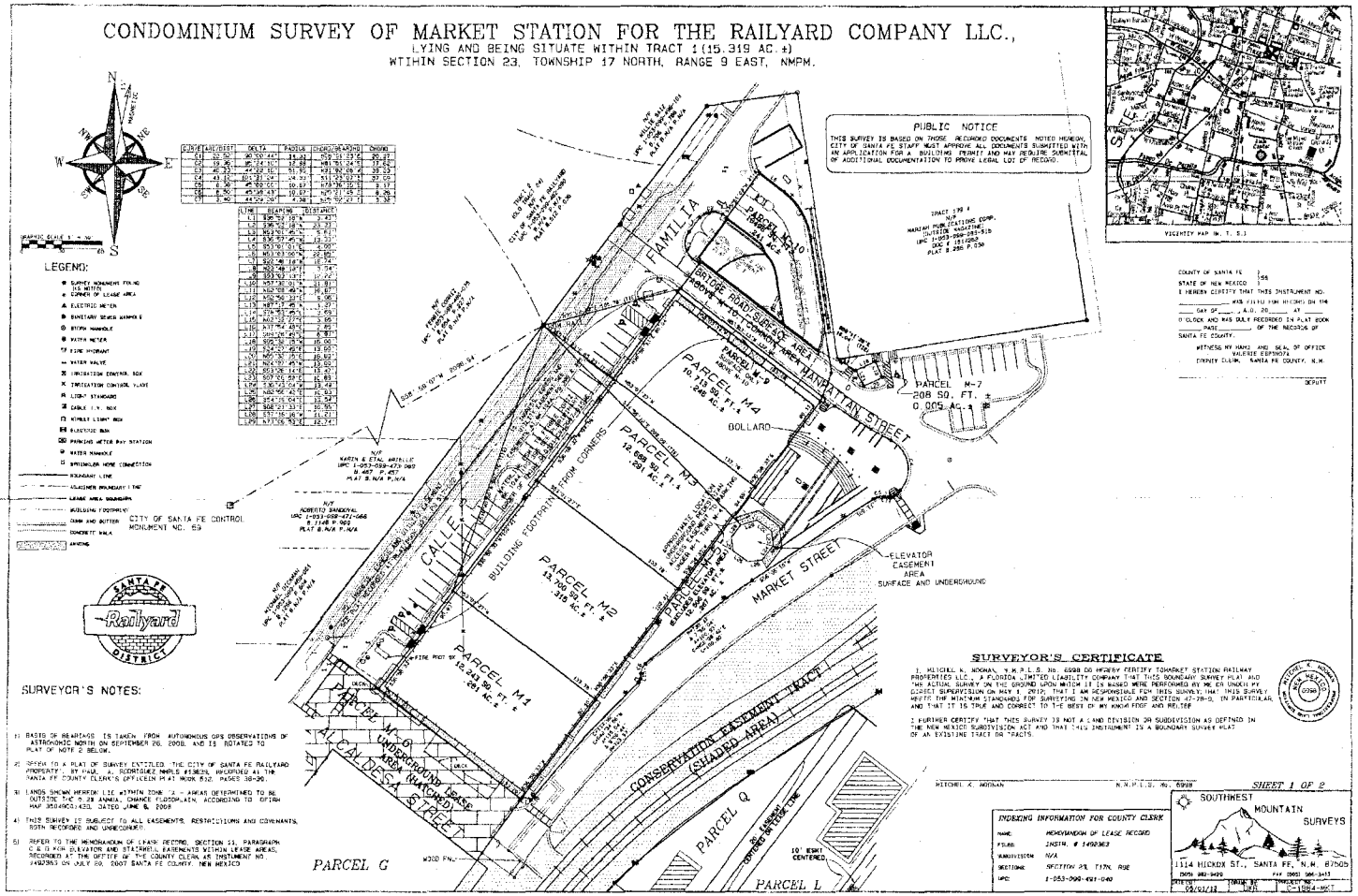

CONDOMINIUM SURVEY OF MARKET STATION FOR THE RAILYARD COMPANY LLC.,
LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 AC. ±)
WITHIN SECTION 23, TOWNSHIP 17 NORTH, RANGE 9 EAST, NMPM.
PUBLIC NOTICE
THIS SURVEY IS BASED ON THOSE RECORDED DOCUMENTS NOTED HEREON. CITY OF SANTA FE STAFF MUST APPROVE ALL DOCUMENTS SUBMITTED WITH AN APPLICATION FOR A BUILDING PERMIT AND MAY REQUIRE SUBMITTAL OF ADDITIONAL DOCUMENTATION TO PROVE LEGAL LOT OF RECORD.
LEGEND:
SURVEYOR'S NOTES:
SURVEYOR'S CERTIFICATE
PARCEL M-7
208 SQ. FT. ±
0.005 AC. ±
PARCEL M-6
UNDERGROUND AREA (MANHOLE)
CONSERVATION EASEMENT TRACT (SHADED AREA)
PARCEL G
PARCEL L
PARCEL Q
BOLLARD
MARKET STREET
CALLE FAMILIA
CALLE DE ACEQUIA
CALLE DE ARROYO
CALLE DE ACEQUIA
CALLE DE ARROYO
CALLE DE ACEQUIA
CALLE DE ARROYO

SFC CLERK RECORDED 05/18/2012

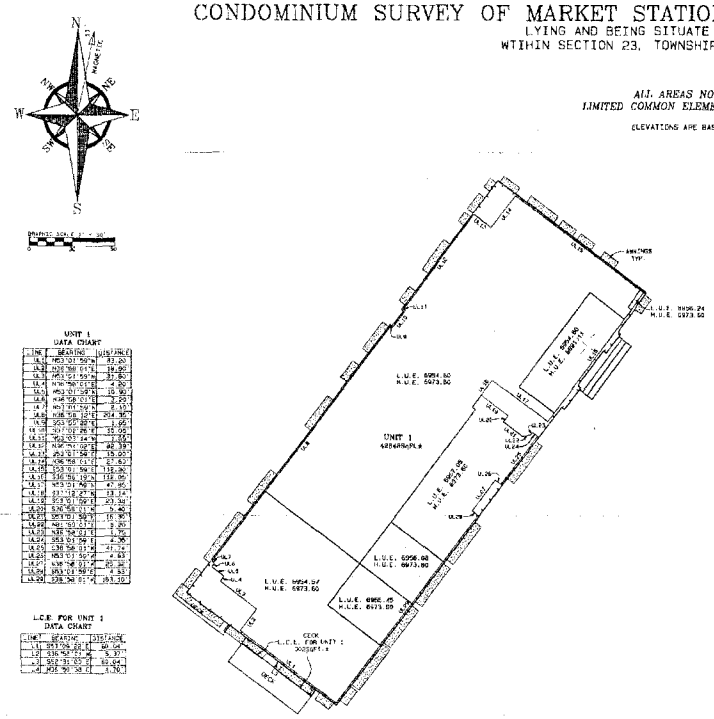
CONDOMINIUM SURVEY OF MARKET STATION FOR THE RAILYARD COMPANY LLC.,

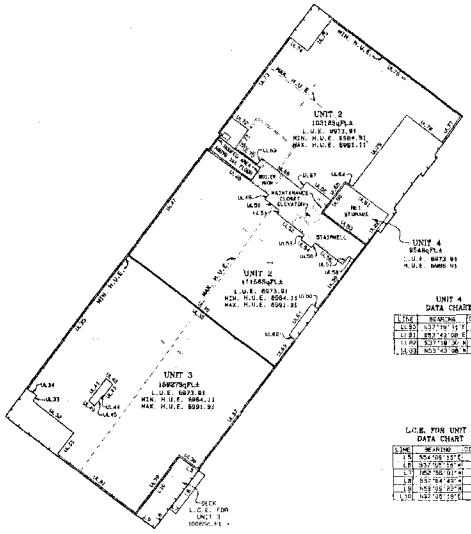
LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 AC.±)
WITHIN SECTION 23, TOWNSHIP 17 NORTH, RANGE 9 EAST, NMPM.

NOTE:
ALL AREAS NOT DESIGNATED AS UNIT OR LIMITED COMMON ELEMENT (L.C.E.), ARE COMMON ELEMENT.

ELEVATIONS ARE BASED ON SANTA FE CONTROL MONUMENT No. 12

Exhibit B





UNIT 1
DATA CHART

LINE	BEARING	DISTANCE
UL1	N60°01'50"W	83.00
UL2	N30°58'10"E	19.00
UL3	N59°01'50"W	83.80
UL4	N30°58'10"E	4.20
UL5	N59°01'50"W	10.39
UL6	N30°58'10"E	2.29
UL7	N59°01'50"W	2.13
UL8	N30°58'10"E	204.36
UL9	S59°01'50"E	1.95
UL10	S31°02'26"E	55.06
UL11	S59°01'34"W	1.66
UL12	N30°41'09"E	82.39
UL13	S59°01'50"E	15.00
UL14	N30°58'10"E	57.67
UL15	S59°01'50"E	132.94
UL16	S30°58'10"W	168.05
UL17	N59°01'50"W	47.95
UL18	S31°12'27"E	33.14
UL19	S59°01'50"E	23.54
UL20	S30°58'10"W	15.80
UL21	S59°01'50"E	10.90
UL22	N30°58'10"E	3.00
UL23	N59°01'50"W	1.70
UL24	S30°01'59"W	4.06
UL25	S59°58'01"E	41.74
UL26	N30°01'59"E	4.83
UL27	N59°58'01"W	40.36
UL28	S30°01'59"W	4.83
UL29	S59°58'01"E	263.10

L.C.E. FOR UNIT 1
DATA CHART

LINE	BEARING	DISTANCE
L1	S59°58'01"E	60.64
L2	S30°58'10"W	5.33
L3	S59°01'50"E	60.64
L4	N30°58'10"E	1.30

UNIT 3
DATA CHART

LINE	BEARING	DISTANCE
UL30	N83°01'50"W	57.33
UL31	N59°58'10"E	19.36
UL32	N59°58'01"E	30.14
UL33	N31°27'39"E	4.45
UL34	N59°01'50"W	5.08
UL35	N30°58'10"E	115.42
UL36	S59°00'54"E	127.96
UL37	S30°58'01"W	87.51
UL38	N59°01'50"W	10.71
UL39	S30°58'10"W	80.39
UL40	S59°58'10"E	5.96
UL41	S30°58'31"W	19.62
UL42	N59°14'10"W	5.90
UL43	N59°58'45"E	10.42
UL44	N59°14'15"W	2.50
UL45	N30°45'44"E	9.20

UNIT 4
DATA CHART

LINE	BEARING	DISTANCE
UL52	S30°58'10"W	25.80
UL51	S59°14'08"E	37.00
UL50	S30°58'10"W	25.80
UL49	N59°14'08"W	37.00

UNIT 2
DATA CHART

LINE	BEARING	DISTANCE
UL48	N59°58'01"W	127.98
UL47	N30°58'10"E	31.41
UL46	S59°58'01"E	53.03
UL45	S30°58'10"W	4.26
UL44	S59°58'01"E	12.83
UL43	S30°58'10"W	9.40
UL42	S59°58'01"E	24.10
UL41	S30°58'10"W	4.00
UL40	N59°58'01"W	2.00
UL39	N30°58'10"E	4.00
UL38	S59°58'01"E	24.10
UL37	N30°58'10"E	7.22
UL36	S59°01'50"E	4.83
UL35	S30°58'10"W	40.12
UL34	S59°01'50"E	4.83
UL33	S30°58'10"W	36.38
UL32	S59°01'50"E	4.83
UL31	S30°58'10"W	27.50

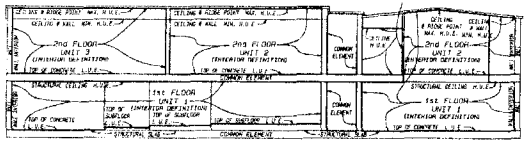
L.C.E. FOR UNIT 3
DATA CHART

LINE	BEARING	DISTANCE
L5	S54°05'15"E	21.79
L6	S57°05'25"W	33.45
L7	N59°58'01"W	5.99
L8	S57°54'49"W	17.37
L9	N59°05'22"W	16.70
L10	N30°05'25"E	50.45

UNIT 2
DATA CHART

LINE	BEARING	DISTANCE
UL64	N59°45'09"W	6.49
UL65	S30°58'51"W	18.62
UL66	N59°58'01"W	21.06
UL67	S30°58'09"W	5.97
UL68	N59°01'51"W	33.06
UL69	S30°58'27"W	5.06
UL70	N59°01'14"W	49.56
UL71	N30°58'46"E	35.05
UL72	N59°01'14"W	11.80
UL73	N30°58'46"E	84.33
UL74	S59°58'19"E	15.08
UL75	N30°58'45"E	22.45
UL76	S59°01'51"E	112.56
UL77	S30°58'36"W	22.22
UL78	N59°58'44"W	30.87
UL79	S30°01'59"W	68.36

TYPICAL UNIT
ALL UNITS INTERIOR DEFINITION



INDEXING INFORMATION FOR COUNTY CLERK

NAME:	MEMORANDUM OF LEASE RECORD
FILED:	INSTR. # 1492383
ANNOTATION:	N/A
SECTIONS:	SECTION 23 T17N, R9E
UPC:	1-053-059-491-040

SHEET 2 OF 2

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87505
(505) 982-9486 FAX (505) 986-3419

DATE:	05/01/12
PROJECT No.	C-1914-MKT

The original of this plat was recorded in Plat Book ____ page ____ records of Santa Fe County, New Mexico.

SFC CLERK RECORDED 05/18/2012

Exhibit C

Unit Percentage Interests
Market Station, a Condominium

Unit	Area (sq. ft.)	Percentage Interest
1	42,848	52.77%
2	21,474	26.44%
3	15,927	19.61%
4	954	1.17%
	81,203	**100.00%**

CONDOMINIUM SURVEY OF MARKET STATION FOR THE RAILYARD COMPANY LLC.,

LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 AC.±)
WTIHIN SECTION 23, TOWNSHIP 17 NORTH, RANGE 9 EAST, NMPM.

15022

NOTE:
ALL AREAS NOT DESIGNATED AS UNIT OR LIMITED COMMON ELEMENT (L.C.E.), ARE COMMON ELEMENT.

ELEVATIONS ARE BASED ON SANTA FE CONTROL MONUMENT No. 12

GRAPHIC SCALE 1" = 30'

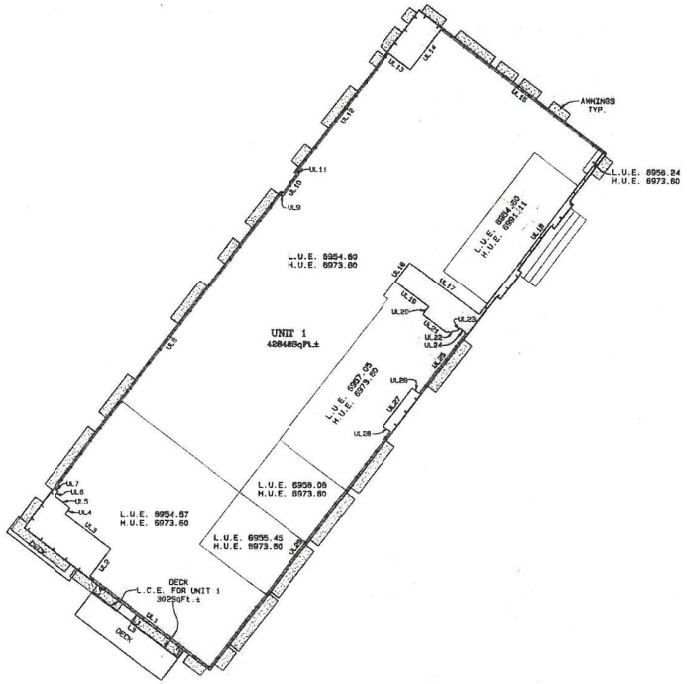
Current Common Area

UNIT 1 DATA CHART

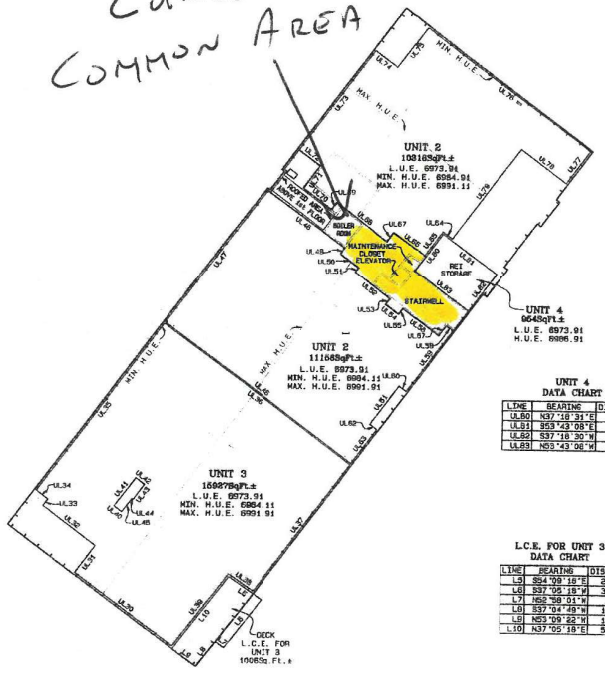
LINE	BEARING	DISTANCE
UL1	N53°01'59"W	83.20'
UL2	N36°58'01"E	18.80'
UL3	N53°01'59"W	31.60'
UL4	N36°58'01"E	4.20'
UL5	N53°01'59"W	10.90'
UL6	N36°58'01"E	3.20'
UL7	N53°01'59"W	2.10'
UL8	N36°58'12"E	204.35'
UL9	S53°58'22"E	1.65'
UL10	N37°02'26"E	15.05'
UL11	N53°03'14"W	1.65'
UL12	N36°54'02"E	82.39'
UL13	S53°01'59"E	15.00'
UL14	N36°58'01"E	27.50'
UL15	S53°01'59"E	112.30'
UL16	S36°58'19"W	119.06'
UL17	N53°01'59"W	47.65'
UL18	S37°12'27"W	13.14'
UL19	S53°01'59"E	23.38'
UL20	S36°58'01"W	5.40'
UL21	S53°01'59"E	18.30'
UL22	N81°58'01"E	6.20'
UL23	N36°58'01"E	1.75'
UL24	S53°01'59"E	4.35'
UL25	S36°58'01"W	41.74'
UL26	N53°01'59"W	4.83'
UL27	S36°58'01"W	26.32'
UL28	S53°01'59"E	4.83'
UL29	S36°58'01"W	183.10'

L.C.E. FOR UNIT 1 DATA CHART

LINE	BEARING	DISTANCE
L1	S53°09'22"E	60.04'
L2	S36°58'01"W	5.27'
L3	S52°31'00"E	60.04'
L4	N36°50'38"E	4.70'



1st FLOOR



2nd FLOOR

UNIT 4 DATA CHART

LINE	BEARING	DISTANCE
UL80	N37°18'31"E	25.80'
UL81	S53°43'08"E	37.00'
UL82	S37°18'30"W	25.80'
UL83	N53°43'06"W	37.00'

L.C.E. FOR UNIT 3 DATA CHART

LINE	BEARING	DISTANCE
L5	S54°09'18"E	21.78'
L6	S37°05'18"W	33.45'
L7	N52°59'01"W	5.59'
L8	S37°04'49"W	17.37'
L9	N53°09'22"W	16.20'
L10	N37°05'18"E	50.42'

UNIT 3 DATA CHART

LINE	BEARING	DISTANCE
UL30	N53°07'56"W	67.33'
UL31	N36°56'02"E	18.00'
UL32	N52°56'09"W	36.14'
UL33	N35°27'36"E	4.46'
UL34	N52°51'00"W	8.08'
UL35	N36°56'10"E	115.44'
UL36	S53°00'54"E	127.98'
UL37	S36°58'01"W	87.61'
UL38	N54°30'14"W	16.21'
UL39	S37°05'18"W	50.33'
UL40	S52°14'16"E	5.23'
UL41	S37°26'31"W	19.62'
UL42	N52°14'16"W	5.90'
UL43	N36°25'45"E	10.42'
UL44	N52°14'16"W	0.75'
UL45	N37°45'44"E	9.26'

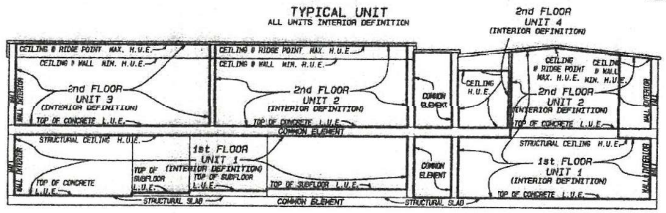
UNIT 2 DATA CHART

LINE	BEARING	DISTANCE
UL46	N53°00'54"W	127.98'
UL47	N36°58'10"E	91.41'
UL48	S53°58'22"E	53.03'
UL49	S36°57'27"W	4.05'
UL50	S52°44'56"E	12.63'
UL51	S36°36'59"W	3.00'
UL52	S52°48'09"E	24.21'
UL53	S36°36'59"W	4.00'
UL54	S52°51'07"E	9.00'
UL55	N36°36'59"E	4.00'
UL56	S52°54'01"E	24.62'
UL57	N37°18'39"E	7.00'
UL58	S53°01'59"E	4.60'
UL59	S37°14'16"W	42.10'
UL60	N53°01'59"W	4.83'
UL61	S36°58'01"W	26.32'
UL62	S53°01'59"E	4.83'
UL63	S36°58'01"W	23.06'

UNIT 2 DATA CHART

LINE	BEARING	DISTANCE
UL64	N53°43'08"W	8.43'
UL65	S37°18'31"W	16.92'
UL66	N53°48'56"W	21.06'
UL67	S36°26'59"W	8.27'
UL68	N52°11'51"W	35.05'
UL69	S36°57'27"W	5.05'
UL70	N53°03'14"W	19.56'
UL71	N36°56'45"E	15.25'
UL72	N53°03'14"W	14.80'
UL73	N36°56'46"E	69.33'
UL74	S52°44'19"E	15.08'
UL75	N37°10'15"E	27.45'
UL76	S53°11'32"E	112.06'
UL77	S37°03'32"W	22.22'
UL78	N53°10'44"W	30.67'
UL79	S37°01'06"W	62.27'

TYPICAL UNIT
ALL UNITS INTERIOR DEFINITION



INDEXING INFORMATION FOR COUNTY CLERK

NAME:	MEMORANDOM OF LEASE RECORD
FILED:	INSTR. # 1492383
SUBDIVISION:	N/A
SECTIONS:	SECTION 23, T17N, R9E
UPC:	1-053-099-491-040

SHEET 2 OF 2

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87505
(505) 982-9469 FAX (505) 986-3419

DATE OF: 05/01/12
PROJECT NO. C-1964-MKT

FIRST AMENDED AND RESTATED CONDOMINIUM SURVEY OF MARKET STATION FOR THE RAILYARD COMPANY LLC.

LYING AND BEING SITUATE WITHIN TRACT 1 (15.319 AC.±)
WTIHIN THE SANTA FE GRANT, WITHIN PROJECTED SECTION 23, TOWNSHIP 17 NORTH, RANGE 9 EAST,
CITY AND COUNTY OF SANTA FE, NEW MEXICO

NOTE:
ALL AREAS NOT DESIGNATED AS UNIT OR LIMITED COMMON ELEMENT (L.C.E.), ARE COMMON ELEMENT.

ELEVATIONS ARE BASED ON SANTA FE CONTROL MONUMENT No. 12

583sf of former Common Area now part of City condo

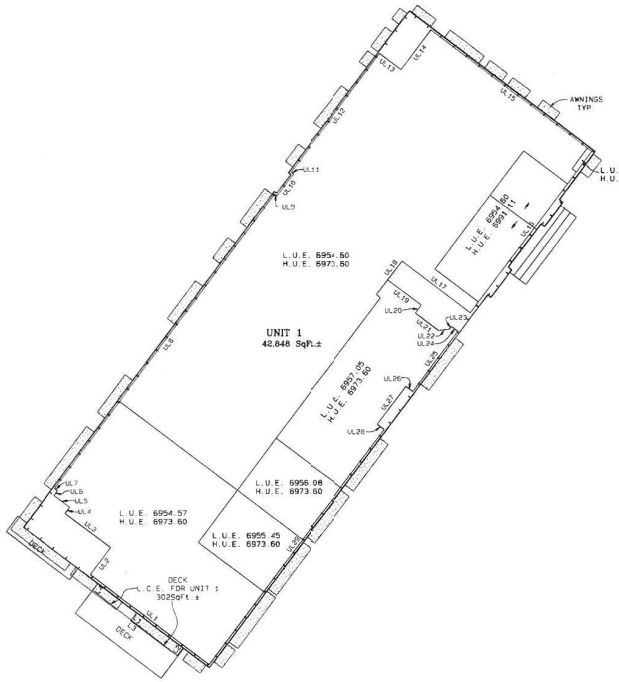
GRAPHIC SCALE 1" = 30'
0 30 60

UNIT 1 DATA CHART

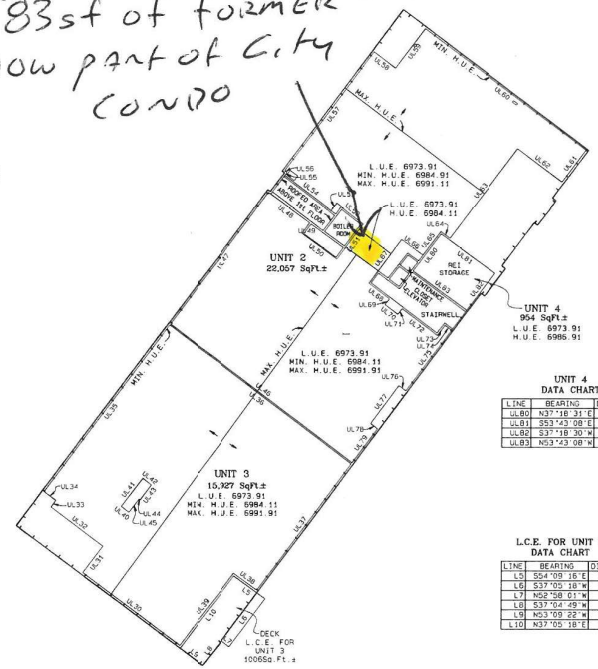
LINE	BEARING	DISTANCE
UL1	N53°01'59"W	83.20
UL2	N36°58'01"E	16.80
UL3	N53°01'59"W	31.60
UL4	N36°58'01"E	4.20
UL5	N53°01'59"W	10.90
UL6	N36°58'01"E	3.20
UL7	N53°01'59"W	2.10
UL8	N36°58'12"E	204.35
UL9	S53°55'22"E	1.60
UL10	N37°02'26"E	15.05
UL11	N53°03'14"W	1.65
UL12	N36°54'02"E	82.39
UL13	S53°01'59"E	15.00
UL14	N36°58'01"E	27.60
UL15	S53°01'59"E	112.30
UL16	S36°56'19"W	112.05
UL17	N53°01'59"W	47.85
UL18	S37°12'27"W	13.14
UL19	S53°01'59"E	23.38
UL20	S36°58'01"W	5.40
UL21	S53°01'59"E	16.30
UL22	N81°58'01"E	6.20
UL23	N36°58'01"E	1.75
UL24	S53°01'59"E	4.35
UL25	S36°58'01"W	41.74
UL26	N53°01'59"W	4.83
UL27	S36°58'01"W	26.32
UL28	S53°01'59"E	4.83
UL29	S36°58'01"W	163.10

L.C.E. FOR UNIT 1 DATA CHART

LINE	BEARING	DISTANCE
L1	S53°09'22"E	60.04
L2	S36°58'01"W	5.37
L3	S52°31'00"E	60.04
L4	N36°50'38"E	4.70



1st FLOOR



2nd FLOOR

UNIT 4 DATA CHART

LINE	BEARING	DISTANCE
UL80	N37°18'31"E	25.80
UL81	S53°43'08"E	37.00
UL82	S37°18'30"W	25.80
UL83	N53°43'08"W	37.00

L.C.E. FOR UNIT 3 DATA CHART

LINE	BEARING	DISTANCE
L5	S54°09'16"E	21.79
L6	S37°05'18"W	33.45
L7	N52°58'01"W	5.59
L8	S37°04'49"W	17.37
L9	N53°09'22"W	18.20
L10	N37°05'18"E	50.42

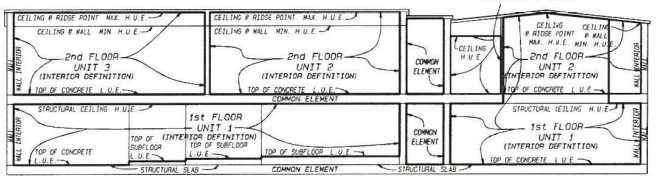
UNIT 3 DATA CHART

LINE	BEARING	DISTANCE
UL30	N53°07'56"W	67.33
UL31	N36°56'02"E	18.50
UL32	N52°56'09"W	35.14
UL33	N35°27'35"E	4.48
UL34	N52°51'00"W	8.08
UL35	N36°58'10"E	115.44
UL36	S53°00'54"E	127.98
UL37	S36°58'01"W	87.61
UL38	N54°30'14"W	16.21
UL39	S37°05'18"W	50.33
UL40	S52°14'16"E	5.28
UL41	S37°26'31"W	19.62
UL42	N52°14'16"W	5.90
UL43	N36°25'45"E	10.42
UL44	N52°14'16"W	0.75
UL45	N37°45'44"E	9.20

UNIT 2 DATA CHART

LINE	BEARING	DISTANCE
UL46	N53°00'54"W	127.98
UL47	N36°58'10"E	91.41
UL48	S53°55'22"E	28.74
UL49	S36°04'38"W	7.32
UL50	S53°55'22"E	24.18
UL51	N36°57'27"E	24.36
UL52	N52°11'51"W	18.85
UL53	S36°57'27"W	5.05
UL54	N53°04'57"W	32.51
UL55	N37°02'26"E	2.02
UL56	N53°03'14"W	1.65
UL57	N36°56'46"E	82.58
UL58	S52°44'19"E	15.08
UL59	N37°10'15"E	27.45
UL60	S53°11'32"E	112.58
UL61	S37°03'32"W	22.22
UL62	N53°10'44"W	30.87
UL63	S37°01'08"W	62.27
UL64	N53°43'08"W	6.43
UL65	S37°18'31"W	16.52
UL66	N53°48'56"W	14.79
UL67	S36°57'27"W	30.31
UL68	S52°48'09"E	14.40
UL69	S36°36'59"W	4.00
UL70	S52°51'01"E	9.00
UL71	N36°36'59"E	4.00
UL72	S52°54'01"E	24.65
UL73	N37°18'39"E	7.00
UL74	S53°01'59"E	4.60
UL75	S37°14'16"W	42.10
UL76	N53°01'59"W	4.83
UL77	S36°58'01"W	26.32
UL78	S53°01'59"E	4.83
UL79	S36°58'01"W	23.56

TYPICAL UNIT
ALL UNITS INTERIOR DEFINITION



INDEXING INFORMATION FOR COUNTY CLERK

NAME:	MEMORANDOM OF LEASE RECORD
FILED:	INSTR. # 1492353
SUBDIVISION:	N/A
SECTIONS:	SECTION 23, T17N, R9E
UPC:	1-053-099-491-040

SHEET 2 OF 2

SOUTHWEST MOUNTAIN SURVEYS
(505) 982-9429
FAX (505) 986-3413
1114 HICKOX ST., SANTA FE, N.M. 87505
OFFICE@SWMOUNTAINSURVEYS.COM WWW.SWMOUNTAINSURVEYS.COM

DATE (S): 6/30/25 | DRAWN BY: OKR | PROJECT NO: C-1964-MKT-1

First Amendment to Amended Condominium Declaration
for
Market Station, a Condominium

This First Amendment to Amended Condominium Declaration for Market Station, a Condominium, is made effective as of the date of recordation in the records of Santa Fe County, New Mexico.

Recitals

A. The Market Station, a Condominium (the "Condominium"), was created by Condominium Declaration for Market Station, a Condominium, recorded as Instrument No. 1669764, as amended, by the Amended Condominium Declaration recorded as Instrument No. 1956637, in the records of Santa Fe County, New Mexico (the "Declaration") and as shown on plat of survey entitled "Condominium Survey of Market Station for the Railyard Company LLC..." in Plat Book 745 pages 21-22 as Instrument No. 1669765, records of Santa Fe County, New Mexico (the Condominium Plat").

B. The undersigned, representing 100% of the Unit owners in the Condominium have agreed to modify the designation of a portion of the Common Elements and add these additional areas to the boundaries of Unit 2 and reallocate the Percentage Interest of each Unit.

C. NMSA §47-7B-17 and Section 6.3 of the Declaration permit the amendment to the Declaration as set forth herein.

NOW THEREFORE, the Declaration is amended as follows:

Amendment

1. Amendment to Condominium Plat. The amended location, dimensions and area of the building in the Condominium are shown on Exhibit D hereto.

2. Amendment to Declaration. Exhibit E of the Declaration is modified as attached hereto reflecting the updated square footage and Percentage of Common Element Interest for each unit.

3. Grant of Easement. The owner of Unit 2 expressly reserves for the owners of Units 1, 3 and 4, and their agents, employees and lessees, an easement through the two areas added to Unit 2 as shown on Exhibit A, as may be reasonably necessary, for the purpose of accessing the boiler room, maintenance closet, elevator, stairwell, or inspecting any portion of the Condominium, or for any other reasonable purpose.

4. Remaining Provisions. All other terms and provisions of the Declaration are in full force and effect.

Owner of Unit 1, 3 and 4

State Properties of New Mexico LLC
A New Mexico limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF NEW MEXICO

COUNTY OF SANTA FE

This instrument was acknowledged before on _____ by _____, the _____ of State Properties of New Mexico LLC, a New Mexico limited liability company.

_____
Notary Public
My commission expires: _____

Owner of Unit 2

City of Santa Fe, New Mexico

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF NEW MEXICO

COUNTY OF SANTA FE

This instrument was acknowledged before on _____ by _____, the _____ of the City of Santa Fe, New Mexico.

_____
Notary Public
My commission expires: _____

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:

_____
MICHAEL J. GARCIA, MAYOR

DATE:_____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2026 16:09:59 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA
FINANCE DIRECTOR

EXHIBIT D

Amended Condominium Plat recorded in Book 745 pages 21-22 as Instrument No. 1669765 in the records of Santa Fe County, New Mexico.

EXHIBIT E
List of Units and Percentage Interests

Unit	Area (sq.ft)	Percentage Interest
1	42,848	52.39%
2	22,057	26.97%
3	15,927	19.47%
4	954	1.17%
	81,786	100%

First Amendment to Amended Condominium Declaration

Final Audit Report 2026-01-15

Created:	2026-01-15
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXICtSBtb4_f1dO8cZ38rIs4Gmf_yl_J1

"First Amendment to Amended Condominium Declaration" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-01-15 - 9:17:09 PM GMT- IP address: 63.232.20.2

Document emailed to klnault@santafenm.gov for signature
2026-01-15 - 9:17:22 PM GMT

Email viewed by klnault@santafenm.gov
2026-01-15 - 11:08:24 PM GMT- IP address: 63.232.20.2

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2026-01-15 - 11:09:57 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2026-01-15 - 11:09:59 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-01-15 - 11:09:59 PM GMT

Powered by Adobe Acrobat Sign

GB Packet_Market Station_Condo Amend1 for Common Area_signed by CAO

Final Audit Report 2026-01-20

Created:	2026-01-16
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE316UkPQ1IcIv58s52pdWhuPohyGIZTg

"GB Packet_Market Station_Condo Amend1 for Common Area_ signed by CAO" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2026-01-16 - 6:23:25 PM GMT- IP address: 63.232.20.2

Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2026-01-16 - 6:26:08 PM GMT

Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2026-01-16 - 7:18:10 PM GMT- IP address: 104.47.64.254

Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2026-01-16 - 7:18:24 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2026-01-16 - 7:18:26 PM GMT

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2026-01-19 - 2:41:20 PM GMT- IP address: 71.228.98.124

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2026-01-19 - 2:41:33 PM GMT - Time Source: server- IP address: 71.228.98.124

Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature
2026-01-19 - 2:41:35 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)
2026-01-19 - 2:41:39 PM GMT- IP address: 51.54.38.112

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)
Signature Date: 2026-01-20 - 8:18:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Agreement completed.

2026-01-20 - 8:18:30 PM GMT

GB-600-_Packet_Market_Station_Condo_Amend1_for_Common_Area

Final Audit Report 2026-01-31

Created:	2026-01-30
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACgDXMaD9keUhR002VJMxclw0LEzoyJC4

"GB-600-_Packet_Market_Station_Condo_Amend1_for_Common_Area" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-01-30 - 3:00:22 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2026-01-30 - 3:13:54 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2026-01-30 - 3:13:59 PM GMT- IP address: 62.10.205.21

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Signature Date: 2026-01-30 - 4:36:19 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov) for signature
2026-01-30 - 4:36:21 PM GMT

Email viewed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
2026-01-30 - 6:13:10 PM GMT- IP address: 104.47.64.254

Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
Signature Date: 2026-01-30 - 6:30:23 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
2026-01-30 - 6:30:34 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-01-30 - 10:54:13 PM GMT- IP address: 63.232.20.2

Signer Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) entered name at signing as N/A

2026-01-30 - 10:58:50 PM GMT- IP address: 63.232.20.2

Document e-signed by N/A (tkduttonleyda@santafenm.gov)

Signature Date: 2026-01-30 - 10:58:52 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature

2026-01-30 - 10:58:54 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)

2026-01-31 - 2:20:14 PM GMT- IP address: 143.105.159.48

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)

Signature Date: 2026-01-31 - 2:20:47 PM GMT - Time Source: server- IP address: 143.105.159.48

Agreement completed.

2026-01-31 - 2:20:47 PM GMT

City of Santa Fe Memorandum

To: Governing Body

From: Sam Burnett, Interim Public Works Department Director SB

Via: Carol Swenson, Public Works Business Operations Manager CS

Marcos Esquibel, Acting Complete Streets Division Director ME

Date: January 27, 2026

Re: Corte de Princesa Emergency Funding

ACTION:
Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $360,000 to Allocate ½% GRT to Complete Streets FY26 WIP Construction for Repairs to Corte de Princesa. (Marcos Esquibel, Acting Complete Streets Division Director: mpesquibel@santafenm.gov)

BACKGROUND AND SUMMARY:
On the night of July 31, 2025, the City of Santa Fe experienced an extreme weather event involving rainfall levels not seen since 2018.The resulting arroyo flooding caused a catastrophic failure of the sidewalk and retaining wall at the intersection of Corte de Princesa and Camino Consuelo. Immediate emergency repairs were initiated to secure the site and stabilize the arroyo and road. An Emergency Proclamation was issued on August 8, 2025.

Due to the extent of damage, an engineering firm stabilized the site and designed repairs for the City of Santa Fe. Design is now complete and construction is ready to begin. Additionally, larger, more permanent improvements to the area are being planned pending FEMA approval.

ATTACHMENTS:
BAR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works Department / Streets Division	1/27/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Corte de Princesa Storm Damage	3650414	572970		360,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 360,000	$ -

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

To allocate emergency funding from ½% Capital GRT Fund to Roadways & Drainage to make repairs to Corte de Princesa following damage from storm on 7/31/25. Design was underway at the time of the storm and is now at 100%. Design revealed an estimate of $360,000 to complete construction and construction oversight.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
365	(360,000)
TOTAL:	**(360,000)**

Carol Swenson — 1/27/2026
Prepared By *{print name}* — Date

Marcos Esquibel — 01/28/2026
Division Director — Date

JOHN BURNETT (Jan 30, 2026 10:39:32 MST) — 01/30/2026
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 — 01/30/2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

FY26 GB Packet Corte de Princesa Emergency Funding

Final Audit Report 2026-01-30

Created:	2026-01-28
By:	YVONNE SWENSON (ycswenson@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvvBF9gFdmCt24h9BTIoPSTsbo3CMUGZv

"FY26 GB Packet Corte de Princesa Emergency Funding" History

Document created by YVONNE SWENSON (ycswenson@santafenm.gov)
2026-01-28 - 4:08:56 PM GMT- IP address: 63.232.20.2

Document emailed to MARCOS ESQUIBEL (mpesquibel@santafenm.gov) for signature
2026-01-28 - 4:14:05 PM GMT

Email viewed by MARCOS ESQUIBEL (mpesquibel@santafenm.gov)
2026-01-28 - 4:21:57 PM GMT- IP address: 63.232.20.2

Document e-signed by MARCOS ESQUIBEL (mpesquibel@santafenm.gov)
Signature Date: 2026-01-28 - 4:23:58 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2026-01-28 - 4:24:00 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2026-01-28 - 4:24:05 PM GMT- IP address: 62.10.205.21

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2026-01-29 - 8:30:07 PM GMT- IP address: 63.232.20.2

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2026-01-30 - 5:39:07 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2026-01-30 - 5:39:32 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature

2026-01-30 - 5:40:37 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

2026-01-30 - 7:03:10 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

Signature Date: 2026-01-30 - 7:06:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2026-01-30 - 7:06:49 PM GMT

CITY OF SANTA FE

Date: January 13, 2026

To: Governing Body

Via:
Heather Lamboy, AICP Planning Department Director
Sam Burnett, Acting Public Works Department Director
Marcos Esquibel, Acting Complete Streets Division Director
Sean Moody, CIAC Staff Liaison and Public Works Capital Projects Manager

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager

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ACTION:
Request for Approval of a Budget Adjustment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $600,000 to FY2026 Revenue and Expenses for the Construction of Agua Fria-Cottonwood Roundabout Project (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov).

BACKGROUND AND SUMMARY:
The Agua Fria–Cottonwood Roundabout Project is supported by $3,058,628 in construction funding from the Federal Highway Administration (FHWA). This funding does not include construction management services and material testing, which are estimated to cost an additional $600,000. Pursuant to Section 3.d of the federal funding agreement, the City is responsible for all project costs that exceed the awarded federal funds. In addition, Section 3.e requires the City to reimburse FHWA for all federal funds if the project is cancelled, including $162,000 already expended on project design as well as any construction funds spent to date.

To meet these contractual obligations and ensure successful project delivery, staff is requesting $600,000 in supplemental construction funding from road impact fees. The Agua Fria–Cottonwood Roundabout Project is included in the City's Impact Fee Capital Improvement Plan and is eligible for impact fee funding of up to $2,000,000, making this request both appropriate and fiscally responsible.

Beyond the financial considerations, construction of the roundabout is critical to improving public safety and multimodal accessibility at one of the City's most hazardous intersections. A 2012 crash analysis conducted by Worcester Polytechnic Institute evaluated intersections throughout the City and identified the intersection of Agua Fria Street and Cottonwood Drive as the most dangerous at the time, with a crash rate of 4.75 MEV/EDPO.

This crash rate is a standardized safety metric used by transportation agencies to account for both traffic volume and crash severity. A rate of 4.75 means that for every one million vehicles entering the Agua Fria–Cottonwood intersection, the equivalent of nearly five property-damage-only crashes occurred after accounting for severity. This is a very high crash rate compared to similar intersections and indicates a history of frequent and severe crashes.

Due to this documented safety concern, the project qualified for design and construction funding through the Highway Safety Improvement Program. Approving the requested supplemental funding will allow the

City to fulfill its federal funding obligations, avoid the risk of repaying federal funds, and deliver a proven safety improvement at a historically high-crash location.

The funding source: Road Impact Fees
Munis Org Name/Number: CIP ORG 3309980
Munis Expenditure Object Name/Number: WIP Construction/572970
Project Ledger Number: ST2433002-Construction-Fees

ATTACHMENTS:
BAR
S100370 Cooperative Project Agreement

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Streets Roadways	1/14/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Agua Fria/Cottonwood	3309980	572970	ST2433002-CONSTRUC-Fees	600,000	
Capital Transfer Out to 330 Roadways/Trails CIP	2320471	760330		600,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer in from 232 Impact Fees	3309980	660232		(600,000)	
				$ 600,000	$ -

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

Additional funding neeed for Construction Management and Engineering oversight for the Agua Fria/Cottonwood Intersection improvements project from Impact Fees, approved per Resolution 2020-50 Table 80.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
232	(600,000)
TOTAL:	**(600,000)**

Lucrecia Diaz — 1/14/2026
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

JOHN BURNETT (Jan 24, 2026 07:44:05 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

Date: January 16, 2026

To: Governing Body

From: Marcos Esquibel, Interim Complete Streets Director Marcos Esquibel

Via: Sam Burnett, Interim Public Works Department Director SB

Carol Swenson, Public Works Business Operations Manager CS

Subject: Capital Appropriation Agreement Project 25-J5981, Cerro Gordo Bridge

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ACTION:
Request for Approval of Capital Outlay Grant Agreement with the New Mexico Department of Finance and Administration for Project 25-J5981 for Completion of the Replacement of Cerro Gordo Bridge in the Total Amount of $300,000 With a Reversion Date of April 11, 2027. (Marcos Esquibel, Interim Complete Streets Director, mpesquibel@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $300,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction for the Completion of the Replacement of Cerro Gordo Bridge.

BACKGROUND AND SUMMARY:
The City of Santa Fe has been awarded Capital Outlay Project 25-J5981 in the amount of $300,000 "…for project completion for the replacement of the Cerro Gordo Bridge in Santa Fe in Santa Fe county."

ATTACHMENTS:
Grant Agreement
PLID Form
BAR

ERIKA LUJAN
ERIKA LUJAN (Feb 3, 2026 12:16:09 MST)

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 54, 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

25-J5981 ("**Project**") 4/11/2027 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 54, Three Hundred Thousand Dollars and Zero Cents, $300,000.00, For project completion for the replacement of the Cerro Gordo Bridge in Santa Fe in Santa Fe county.

Grantee's total reimbursements shall not exceed $300,000.00 Three Hundred Thousand Dollars and Zero Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 Zero Dollars, which equals $300,000.00 Three Hundred Thousand Dollars and Zero Cents ("**Adjusted Appropriation Amount**").

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 issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a 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 2.

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 D**, 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 D** 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.

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: Grant Administrator
Address: PO Box 909, Santa Fe NM, 87504
Email: dachapman@santafenm.gov
Telephone: 505-955-6251

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: Erika Lujan
Title: Grant Manager
Address: PO Box 909, Santa Fe NM, 87504
Email: evlujan@santafenm.gov
Telephone: 505-479-1334

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

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 11th day of April 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 B** 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. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

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 B**
B. 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.

b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
    i. 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.
    ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
    iii. 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 Département'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. ARTICLE XII. 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. 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.

XV. ARTICLE XIV. 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. 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 City of

Santa Fe, 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, City of Santa Fe 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 D**, 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

(Print Name) (Title)

Date

Fiscal Officer or Chief Financial Officer:

ANDREA PHILLIPS (Feb 3, 2026 14:45:38 MST)
Signature

Andrea Phillips Acting Finance Director

(Print Name) (Title)

02/03/2026

Date

As To Legal Form And Sufficiency

Kevin L. Nault
Kevin L. Nault (Jan 16, 2026 08:43:51 MST)
Signature

Kevin L. Nault Assistant City Attorney

(Print Name) (Title)

Jan 16, 2026

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.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 12/16/2025

Project Title: Cerro Gordo Bridge

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: ST2536500

Grant ID: S2638

Approved By: ERIKA LUJAN (Jan 12, 2026 08:35:36 MST)

(Finance Use Only)

Department: Public Works - Streets Project Manager: Marcos Esquibel Ext: 6853

Project Date Range: 12/16/2025 to 04/11/2027 ☐ Create Fixed Asset

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

Funding Source: NMDFA 25-J5981 % of Funding: 100%

MUNIS ORG: 3306250 MUNIS OBJ: 490210 Awarded Amount: $300,000

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: WIP CONSTRUC MUNIS ORG: 3306250 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: NM DFA 25-J5981 Awarded Amount: $300,000

AR Charge Code: 3306250.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 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

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	12/17/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP CONSTRUC - Cerro Gordo Bridge	3306250	572970	ST2536500	300,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA 25-J5981	3306250	490210	ST2536500	(300,000)	
				$ -	$ -

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

DFA grant award (25-J5981) for Cerro Gordo Bridge in the total amount of $300,000. Expires 4/11/2027.

{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 #:

Carol Swenson — 12/17/2025
Prepared By *{print name}* — Date

Carol Swenson

Business Operations Manager — Date

JOHN BURNETT (Jan 23, 2026 23:14:37 MST)

Department Director Signature — Date

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

Date: January 16, 2026

To: Governing Body

From: Carol Swenson, Public Works Business Operations Manager CS

Via: Jesse Roach, Interim Public Utilities Department Director JR Jesse Roach

Subject: Capital Appropriation Agreement Project 25-J5960, Nichols Dam Safety Rehabilitation

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ACTION:
Request for Approval of Capital Outlay Grant Agreement with New Mexico Department of Finance and Administration for the Improvement of the Nichols Dam Safety Rehabilitation Project 25-J5960 in the Total Amount of $997,850 With a Reversion Date of April 11, 2027. (Jesse Roach, Interim Public Utilities Department Director, jdroach@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $997,850 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction for the Improvement of the Nichols Dam Safety Rehabilitation.

BACKGROUND AND SUMMARY:
The City of Santa Fe has been awarded Capital Outlay Project 25-J5960 in the amount of $997,850 "…to make improvements to the Nichols Dam safety rehabilitation project in Santa Fe in Santa Fe County."

ATTACHMENTS:
Grant Agreement
PLID Form
BAR

Grants Manager

ERIKA LUJAN
ERIKA LUJAN (Feb 3, 2026 12:33:44 MST)

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 54, 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

25-J5960 ("**Project**") 4/11/2027 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 54, Nine Hundred Ninety Seven Thousand Eight Hundred Fifty Dollars and Zero Cents, $997,850.00, For project completion to make improvements to the Nichols Dam safety rehabilitation project in Santa Fe in Santa Fe County..

Grantee's total reimbursements shall not exceed $997,850.00 Nine Hundred Ninety Seven Thousand Eight Hundred Fifty Dollars and Zero Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 Zero Dollars, which equals $997,850.00 Nine Hundred Ninety Seven Thousand Eight Hundred Fifty Dollars and Zero Cents ("**Adjusted Appropriation Amount**").

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 issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a 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 2.

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 D**, 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 D** 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.

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: Grant Administrator
Address: PO Box 909, Santa Fe NM, 87504
Email: dachapman@santafenm.gov
Telephone: 505-955-6251

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: Erika Lujan
Title: Grant Manager
Address: PO Box 909, Santa Fe NM, 87504
Email: evlujan@santafenm.gov
Telephone: 505-479-1334

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

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 11th day of April 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 B** 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. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

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 B**
B. 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.

b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.

i. 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.

ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.

iii. 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 Département'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. ARTICLE XII. 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. 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.

XV. ARTICLE XIV. 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. 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 City of

Santa Fe, 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, City of Santa Fe 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 D**, 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

(Print Name) (Title)

Date

Fiscal Officer or Chief Financial Officer:

ANDREA PHILLIPS (Feb 3, 2026 14:44:49 MST)
Signature

Andrea Phillips Acting Finance Director

(Print Name) (Title)

02/03/2026

Date

As To Legal Form And Sufficiency

Kevin L. Nault
Kevin L. Nault (Jan 16, 2026 08:42:11 MST)
Signature

Kevin L. Nault Assistant City Attorney

(Print Name) (Title)

Jan 16, 2026

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.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 12/16/2025

Project Title: Nichols Dam Safety Rehabilitatioin

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: WTR1950508

Grant ID: S2641

Approved By: ERIKA LUJAN (Dec 30, 2025 14:15:52 MST)

CT (Finance Use Only)

Department: Public Utilities-Water Project Manager: Taylor Jurgens Ext: 4231

Project Date Range: 12/16/2025 to 04/11/2027 ☐ Create Fixed Asset

---

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

Funding Source: FY26 NMDFA 25-J5960 % of Funding: 100%

MUNIS ORG: 5050395 MUNIS OBJ: 490210 Awarded Amount: $997,850.00

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: WIP Construction MUNIS ORG: 5050395 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: FY26 NMDFA 25-J5960 Awarded Amount: $997,850.00

AR Charge Code: 5050395.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 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

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Water Division	12/19/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Nichols Dam Safety Rehabilitatioin	5050395	572970	WTR1950508	997,850	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA 25-J5960 - Nichols Dam Safety Rehabilitation	5050395	490210	WTR1950508	(997,850)	
				$ -	$ -

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

DFA grant award (25-J5984) for Nichols Dam Safety Rehabilitation in the total amount of $997,850. Expires 4/11/2027

{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 #:

Carol Swenson 12/19/2025
Prepared By *{print name}* Date

Carol Swenson
Business Operations Manager Signature Date

Department Director Signature Date

Andy Hopkins
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE

Date: February 4, 2026

To: Governing Body

From: Carol Swenson, Public Works Business Operations Manager CS

Via: Carly Vendetti, Metropolitan Redevelopment Agency Deputy Director

Subject: Capital Appropriation Agreement Project 25-J4369, Midtown

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ACTION:
Request for Approval of Capital Outlay Grant Agreement Extension with New Mexico Department of Finance & Administration for the Improvement of Midtown Project 25-J4369 to Extend the Reversion Date to June 30, 2027. (Carly Vendetti, Metropolitan Redevelopment Agency Deputy Director, cavendetti@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $17,075 from the Capital Appropriation to FY26 Revenue and WIP Design for Improvements to Midtown.

BACKGROUND AND SUMMARY:
The City of Santa Fe has been awarded an extension through fiscal year 2027 for Capital Outlay Project 25-J4369 "…to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county."

No funding is designated for Art in Public Places (AIPP). All funds are expected to be expended prior to the June 30, 2027, reversion date.

ATTACHMENTS:
Grant Agreement
PLID
BAR

Grants Manager

ERIKA LUJAN
ERIKA LUJAN (Feb 9, 2026 09:54:39 MST)

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 158, Section 371, 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-J4369** ("**Project**") 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 371, Four hundred fifty-four thousand one hundred eighty-six and seventy-nine cents , $454,186.79, The time of expenditure for the local government division project in Subsection 344 of Section 29 of Chapter 138 of Laws 2021 to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county is extended through fiscal year 2027..

B. Grantee's total reimbursements shall not exceed $454,186.79 Four hundred fifty-four thousand one hundred eighty-six and seventy-nine cents , ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 Zero Dollars and No Cents, which equals $454,186.79 Four hundred fifty-four thousand one hundred eighty-six and seventy-nine 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: David Chapman
Title: Grants Administrator
Address: PO Box 909, Santa Fe, NM 87504
Email: dachapman@santafenm.gov
Telephone: 505-955-6251

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: Erika Lujan
Title: Grant Manager
Address: PO Box 909, Santa Fe, NM 87504
Email: evlujan@santafenm.gov

Telephone: 505-479-1334

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

(Print Name) (Title)

Date

ATTEST:

Signature

(Title)

(Print Name)

Date

Fiscal Officer or Chief Financial Officer:

ANDREA PHILLIPS (Feb 10, 2026 10:14:49 MST)

Signature

ANDREA PHILLIPS Acting Finance Director

(Print Name) (Title)

02/10/2026

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Oct 3, 2025 08:41:08 MDT)

Signature

Kevin L. Nault Assistant City Attorney

(Print Name) (Title)

Oct 3, 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.

Page 1 of 1 Revised 7/2025

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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
Community Development / Metropolitan Redevelopment Agency	2/4/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
NMDFA 21-F2903/25-J4369 WIP Design	5250610	572960	MTC245250D-Design-EngSvs	51,693	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Reauthorized NMDFA 21-F2903/25-J4369	5250610	490210	MTC245250D	(68,768)	
				$ (17,075)	$ -

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

Carryforward FY 25 from NMDFA 21-F2903 to reauthorization NMDFA 25-J4369 for FY 26. Reversion 6/30/27

Inadvertently included a city funded amount of $385,419 as revenue in FY25 Carryforward. And, $454,187 was not reimburse

by granting agency. This leaves a revenue carryforward of $68,768. For expenditures, of the original $1M grant, $51,693

remains unspent.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
525	17,075
TOTAL:	**17,075**

Carol Swenson — 2/4/2026
Prepared By *{print name}* — Date

N/A
Division Director Signature *{optional}* — Date

JOHN BURNETT (Feb 4, 2026 19:30:47 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
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

ERIKA LUJAN
ERIKA LUJAN (Nov 20, 2025 09:56:48 MST)

Date of Request: 01/02/2023 UPDATED 11/20/25

Project Title: Midtown Improvements - DFA

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: MTC245250D
Grant ID: S 2423 S2634
Approved By: CAJ 1/3/24
Entered By: CMT (Finance Use Only)

Department: Public Works/Midtown Project Manager: Regina Wheeler/Karen Iverson Ext: 505-690-4197 RW/6403 KI
DEALVA CALABAZA

Project Date Range: 01/01/2024 to ~~06/30/25~~ 6/30/2027 ☑ Create Fixed Asset

---

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

Funding Source: NM DFA 21-F2903 % of Funding: 100%

MUNIS ORG: 5250610 MUNIS OBJ: 490210 Awarded Amount: $1,000,000

Funding Source: REAUTHORIZED 21F2903/25J4369 % of Funding:

MUNIS ORG: 5250610 MUNIS OBJ: 490210 Awarded Amount: 454186.79

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: 5250610 MUNIS OBJ: 572970

Phase: PLANNING/DESIGN MUNIS ORG: 5250610 MUNIS OBJ: 572960

Phase: MUNIS ORG: MUNIS OBJ:

Contract number: Comments/Other: UPDATE TO ADD FY24 ALLOC, EXP
UPDATED TO ADD FY26-25J4369 EXTEND TERM 6/30/2027

GRANTS ONLY:

Grantor Name: 21-F2903 DFA ALLOCATION FY24 REAUTH 25J4369 Awarded Amount: 1,000,000.00/454186.79

AR Charge Code: 5250610.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: DFA-700007 Federal CFDA (if applicable): N/A

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

Signature: Carly Venditti

Email: cavenditti@santafenm.gov

Purchasing Memo

Date: February 5, 2026

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

Via: Sam Burnett, Interim Public Works Director for S. Burnett

Melissa McDonald, Parks and Open Space Division Director

From: Zoë Isaacson, River and Watershed Manager

Subject: Arroyo de Los Chamisos Urban Trail Repair at Vo Tech Road

Vendor: Gordo, LLC

Munis Vendor Number: 10901

ACTION:

Request for Approval of a Construction Contract with Gordo, LLC for the Arroyo de Los Chamisos Urban Trail Repair at Vo Tech Road in the Total Amount of $643,159 through June 30, 2029. (Zoe Isaacson, River and Watershed Manager: zrisaacson@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $643,159 from the Stormwater Clean Water State Revolving Fund Loan to WIP Construction. (Zoe Isaacson, River and Watershed Manager: zrisaacson@santafenm.gov)

Committee Review

Public Works and Utilities Committee: 02/16/2026
Finance Committee: 2/23/2026
Governing Body: 2/25/2026

City Council

Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4
Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

CONTRACT NUMBER:

The FY26 Munis contract number is 3260348.

BACKGROUND AND SUMMARY:

On September 8th, 2021, the Governing Body approved Ordinance No. 2021-17, authorizing a $4,000,000 Clean Water State Revolving Fund (CWSRF-088) for use on city stormwater infrastructure projects. Specifically, this 1% interest CWSRF loan, disbursed on a project-by-project basis, funds projects that address needs highlighted in the Stormwater Management Strategic Plan (2019) - an adopted policy to guide stormwater program development and watershed drainage planning for the City of Santa Fe.

The Arroyo de Los Chamisos Urban Trail Repair is the third project funded by this loan. This project aims to improve channel conveyance, stabilize banks, and repair a section of paved trail threatened by erosion. These improvements will be achieved through the installation of a reno mattress to arrest scour and gabion baskets for long-term bank stabilization. This project is located just west of the Vo Tech Road and Arroyo de Los Chamisos crossing.

As the Arroyo de Los Chamisos is an ephemeral channel, work within the waterway is constrained by native flows and localized storm events; therefore, the target date for completing this work is prior to the 2026 monsoon season.

- Tentative start date: 3/9/2026
- Substantial completion: 6/15/2026
- Final walkthrough: 6/26/2026

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: CIP: NM Environment Dept./RLF

Munis Org Name/Number: Stormwater/2310411

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 02/10/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

The bid opening took place on December 17, 2025 with five successful bidders. Gordo, LLC was the apparent low bidder and after a review of the bid, the Public Works Department concurs with the recommendation of award.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 02/10/2026

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: NMED- Clean Water State Revolving Fund (Loan # 088)

Approval: ERIKA LUJAN ERIKA LUJAN (Feb 10, 2026 15:35:29 MST) **Title:** Grants Manager **Date:** 02/10/2026

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number: PTW2623100

Approval: Rebecca Lovato-Sanouvong **Title:** Accounting Manager **Date:** 02/10/2026

Comment/Exceptions:

ATTACHMENTS:

Construction Contract No. 3260348
ITB FY26-029
Bid Tabulation
Vendor's Response
Horizon's Declination
CPO Determination
COI
Business License
BAR

CITY OF SANTA FE

CONSTRUCTION CONTRACT

Arroyo de Los Chamisos Urban Trail Repair

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Gordo, LLC**, 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 City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

A.

The Contractor shall perform all the work required by the Contract Documents for *Arroyo de Los Chamisos Urban Trail Repair (Bid Number FY26-CONST.ITB-029)* including:

1. Site Preparation. The Contractor shall review the final construction plans, perform an initial site survey, and clearly mark all features scheduled for demolition and/or protection. All necessary permits (including erosion control, traffic management, and environmental compliance) shall be obtained prior to mobilization. The Contractor is responsible for mobilizing all equipment, establishing staging areas, and implementing site-specific traffic control measures as required to begin the project safely and in compliance with governing agencies.

2. Removal & Demolition. The scope includes selective demolition of existing infrastructure to accommodate the trail improvements. Work includes the removal of sections of asphalt trail, concrete aprons, headwalls, and existing concrete outfall protection features. Any conflicting existing structures or materials within the designated work zone that obstruct the proposed improvements shall be removed and properly disposed of per project specifications and local regulations.

3. Earthwork & Grading. Contractor shall perform excavation, cutting, and filling operations as needed to bring the site to the required subgrade elevations. This includes compaction of subgrade materials and shaping of the terrain to support proper drainage, trail alignment, and structural stability of new improvements. All earthwork shall conform to the specified grading tolerances and compaction requirements.

4. Drainage & Outfall Protection. As part of the erosion mitigation effort, the Contractor shall remove, reconstruct, or repair concrete outfall protection structures in accordance with the plans. Special attention shall be paid to ensure that reconstructed drainage features mitigate erosion and support long-term site stability.

5. Paving & Trail Construction. The trail and apron surfaces shall be constructed using appropriate base materials (e.g., aggregate base course), followed by the placement of concrete or asphalt surfaces per project specifications. All materials, thicknesses, and finishing methods shall adhere to the engineering plans and relevant municipal standards.

6. Erosion Control & Site Restoration. If not already provided, the Contractor shall develop and implement a comprehensive Erosion Control Plan, including both temporary and permanent erosion control measures. This may involve the installation of silt fences, sediment traps, erosion control blankets, or other best management practices (BMPs). Final site restoration shall comply with the current NMDOT Standard Specification Section 632: Revegetation. Revegetation shall be completed using approved Class C seeding protocols as described in NMDOT Standard Specification 632: Revegetation.

7. Traffic Control. A Traffic Control Plan shall be prepared and implemented to ensure the safety of pedestrians, vehicles, and workers during construction. The Contractor shall provide all required traffic signage, barricades, flagging operations, and detours in accordance with applicable City of Santa Fe and MUTCD standards. The work zone must always remain safe and accessible.

8. Mobilization, Demobilization & Final Cleanup. The Contractor shall mobilize all labor, materials, and equipment necessary to perform the work. Upon completion of construction, all temporary installations, debris, excess materials, and equipment shall be removed from the site. Final cleanup shall return the site to a neat, orderly condition, satisfactory to the Engineer and the City. All final restoration work, including revegetation and erosion control measures, shall be verified for compliance prior to demobilization as described in the Contract Documents.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions. The Contractor shall be responsible for all permits, bonds, Workforce Solutions requirements, fees, and State inspections associated with the construction.

B. Project: Arroyo de Los Chamisos Urban Trail Repair

2. COMPENSATION

A. Payment. The City shall compensate the Contractor for the services described in the scope of work, the City agrees pay the Contractor $594,485.00. The GRT levied on this contract will be paid at the current rate of 8.1875% equaling $48,673.46. The total compensation for the contract including GRT is $643,158.46.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

3. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate 3 years from the date of final signature unless terminated pursuant to the Terminationor Appropriations articles of this contract. A contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

4. TERMINATION

A. Grounds. The City may terminate this Contract 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 Contract based upon the City's uncured, material breach of this Contract.

1. Except as otherwise provided in Paragraphs "Construction Contract Performance and Payment Bond" and "Penalties for Violation of Law", 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 Contract 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 Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations," of this Contract.

B. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.*

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 construction 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. CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BOND

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

1. a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

2. a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this 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, NMSA 1978, Chapter 10, Article 16.

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 Contract 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 "Termination" herein, or to agree to the reduced funding.

15. CHANGE ORDERS

A. Changes. The Contractor may only make changes or revisions within the Scope of Work and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

(i). Deliverable requirements, as outlined in the Scope of Work;

(ii). Due date of any Deliverable, as outlined in the Scope of Work;

(iii). Compensation of any Deliverable, as outlined in the Scope of Work;

(iv). Contract compensation, as outlined in "Compensation"; or

(v). Contract termination, as outlined in "Termination".

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

(i). The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

(a.) the name of the person requesting the change;

(b.) a summary of the required change;

(c.) the start date for the change;

(d.) the reason and necessity for change;

(e.) the elements to be altered; and

(f.) the impact of the change.

(ii.) The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

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 **ITB FY26-CONST.ITB-029** 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. 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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this 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 indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. 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 Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business 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, NMSA 1978, Section 41-4-1, et. seq., 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 affect-ed 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:	To the Contractor:
Public Works/Parks and Open Space Zoe Isaacson, River & Watershed Manager 1142 Siler Rd Building C Santa Fe, NM 87507 zrisaacson@santafenm.gov 505-955-6853	Eric Biderman Gordo, LLC 1890 Camino Calvario Santa Fe, NM 87507 bidermaneric@gmail.com (575) 799-9723

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 into a binding contract.

29. PROGRESS PAYMENTS

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

32. GENERAL AND SPECIAL PROVISIONS

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. 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 illegal payments.

E. The Contractor warrants that the Contractor 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 this Contract.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract, including those required by the funding agency, shall be attached to this Contract at the

time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, Section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

O. The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction Section 416: Minor Paving shall apply as required.

P. The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction Section 632: Revegetation (as modified May 15, 2023) shall apply as required.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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:

MICHAEL GARCIA, MAYOR

CONTRACTOR:

Eric Biderman

ERIC BIDERMAN, OWNER

DATE: Feb 3, 2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault

Kevin L. Nault (Feb 3, 2026 16:39:31 MST)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

The City of Santa Fe (City), Central Purchasing Division (CPD)

INVITATION TO BID (ITB)

Arroyo de los Chamisos Urban Trail Repair

ITB#: FY26-Const. ITB-029

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A - Pre-Con Meeting Location - Arroyo Chamisos Urban Trail

B - Stamped Plans - Arroyo Chamisos Urban Trail

C - Revegetation Special Provision

D - Minor Paving Special Provision

1. DEBARRED OR SUSPENDED CONTRACTORS

A business (e.g., contractor, subcontractor, supplier) that has either been debarred or suspended pursuant to the requirements of City Purchasing Manual, ordinance or NMSA 1978, Sections 13-1-177 through 13-1-180, and 13-4-17, shall not be permitted to do business with the City and shall not be considered for award of Contract during the period for which it is debarred or suspended.

2. PROCUREMENT AND CONTRACTING REQUIREMENTS

2.1. Solicitation Information

Solicitation No.: FY26-Const. ITB-029

Project Title: Arroyo de los Chamisos Urban Trail Repair

Issue ITB:	November 14, 2025
Pre-Bid Conference (Mandatory):	November 20, 2025, 11:00am 35.647823, -105.966425 (see attachment A for location map)
Deadline for Pre-Bid Questions:	December 3, 2025, 5:00pm
Response to Pre-Bid Questions:	December 10, 2025, 5:00pm

Electronic Bid Submittal Deadline:	December 17, 2025, 2:00pm

BIDS RECEIVED AFTER THE ABOVE BID DUE DATE AND TIME WILL NOT BE ACCEPTED.

2.2. ITB Access and Bid Submission

A. Bidders may contact ONLY the Department Project Manager and the CPD regarding this procurement at the following emails:
Project Manager: Jimmie Gallegos
Email: jgallegos1@santafenm.gov
CPD: purchasing_ITB@santafenm.gov
Other city employees do not have the authority to respond on behalf of the Project Manager.

B. Bidders shall promptly notify the Project Manager and the CPD of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

C. Bids shall be valid for ninety (90) days subject to action by the City.

D. Solicitation packets are available in the OpenGov Procurement Portal at https://procurement.opengov.com/portal/santafenm.
It is each Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via OpenGov by the Bid due date and time. Such submissions will be considered sealed. Bidders must ensure their bids are correct, accurate, and correspond with any amendments before submission. Complete and submit all required documents, including specifications, supporting materials, certificates, pricing, etc., through OpenGov as per instructions to form a complete, responsive bid (NMSA 1978, Sections 13-1-82 through 13-1-84 and 13-1-133).

- Bidders must ensure adequate time is allowed for large uploads and to fully complete bid submittal by the deadline. Bids that are not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, bids that are not received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

2.3. Resident and Local Preference

Preferences **do not** apply to this procurement as it will utilize **federal grant funds**.

2.4. Bid Opening

A. Public bid openings, will be held Virtually at the following link:
The bid tabulations will be posted to the City of Santa Fe website at the following link:
https://procurement.opengov.com/portal/santafenm/projects/206850

B. The City of Santa Fe is committed to ensuring accessibility for all individuals, including those with disabilities. Bid openings are conducted virtually and include features such as closed captioning, which

participants can enable during the session. If you experience technical issues or have specific concerns related to accessibility, you may contact the Chief Procurement Officer (CPO) or their designee in advance.

C. CPO contact information is:
Travis Dutton-Leyda, CPO
purchasing@santafenm.gov

D. The Department, along with the CPO, reserves the right to reject any bids or to waive any non-substantial irregularity in bids received as long as it doesn't affect the price, quantity or quality of the bid, whenever such rejection or waiver is in the best interest of the City.

E. The Bidding Documents and subsequent Work Orders contain a time for completion of the work by the successful Bidder and further imposes liquidated damages for failure to comply with that time.

F. Bidders shall be responsible for verifications of all existing conditions, measurements, and dimensions before responding to this bid.

3. INSTRUCTIONS TO BIDDERS

3.1. Examination of Bidding Documents and Site

A. Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner effect cost, progress, or performance of the work, and (c) study and carefully correlate the Bidder's observations with the Bidding Documents, (d) at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine a Bid for performance of the work in accordance with the time, price, and other terms and conditions of the Bidding Documents.

B. The lands and properties upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are primarily inside the City Limits of Santa Fe.

C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this ITB and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

D. It shall be the responsibility of the successful awarded contractor to secure from the New Mexico Regulations & Licensing Department, Construction Industries Division (CID) and the City such permits or licenses required to carry out the construction. Construction Industries Division website is as follows: https://www.rld.nm.gov/construction-industries/

3.2. Bidding Documents

A. Copies of Bidding Documents:

1. This record contains all complete bidding documents. The City does not assume responsibility for errors or misinterpretations.

2. Deposits are not required for plans obtained through this portal (OpenGov).

3.3. Interpretations

A. All questions concerning this solicitation must be submitted through the Questions & Answers section of the solicitation's page in OpenGov.

B. Responses will be posted directly on the same page and visible to all registered vendors. If a question results in a material change to the solicitation, a formal Addendum will be issued through OpenGov. Vendors will receive an automated email notification when an Addendum is posted. Only information provided in written Addenda shall be considered binding.

3.4. Substitute Material and Equipment

A. The Contract, if awarded, will be based on materials, labor and equipment described in the Specifications without consideration of possible substitute ("of equal" or "or equal") items. Whenever it is indicated in the Specifications that substitute ("of equal" or "or equal") items of material or equipment may be furnished or used by the Contractor if acceptable to the Owner, application of such acceptance will not be considered by the Owner until after the "effective date of the Contract." The procedure for submittal of any such application by the Contractor and consideration by the Owner is set forth in the Contract Documents.

3.5. Amendment/Addenda

A. Oral and other interpretations or clarifications will be without legal effect. No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make assessment for an amendment or addendum.

B. Any and all such interpretations and any supplemental instructions will be in the form of written amendments or addenda to the specifications which, if issued, will be delivered electronically to all prospective bidders not later than three (3) days prior to the date fixed for the opening of the bids.

C. Failure of any bidder to receive any such amendment or addendum or interpretations shall not relieve such bidder from any obligation under a bid as submitted. All amendments or addenda so issued shall become part of the contract documents.

D. Procurement amendments are processed through OpenGov. If amendments (addenda) are processed,

- before bids are submitted, ensure bids reflect the amendments;
- after bids are submitted, bidders must update the bid by clicking "modify" and updating the associated area(s)* to ensure bid reflects the amendment.
  *Bidders must replace the previously submitted documents if the amendment affects uploaded documents.

E. The City reserves the right to not comply with these time frames if a critical change, which will be written in amendment or addendum, is required or if the bid deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

3.6. Form and Style of Bids

A. Bids shall be submitted in OpenGov.

B. All addenda will be acknowledged when submitting in OpenGov.

3.7. Bid Security

A. Bid security, made payable to the City of Santa Fe, in the amount of 5% of the total of all Item Prices shall be submitted with the Bid. Bid security shall be in the form of a Bid Bond issued by Surety licensed to conduct business in the State of New Mexico, or by cashier's check.

B. The Bid security shall pledge that the Bidder will enter into a Contract with the City in accordance with the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid security shall be forfeited to the City as liquidated damages, not as a penalty.

C. The City will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed, and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

D. When the Bidding Documents require Bid security, noncompliance by the Bidder requires that the Bid be rejected.

E. If a Bidder is permitted to withdraw a Bid before award, no action shall take place against the Bidder or the Bid Security.

3.8. Pre-Bid Conference

A. The City may conduct a NO VALUE, NO VALUE, Pre-Bid Conference prior to the Bid opening date. All pre-bid conferences shall be stated in the Invitation for Bid.

B. The City and consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding clarification of the Bidding Documents either during the Pre-Bid Conference or by submitting a question as outlined below. The failure of a Bidder, Subcontractor, or Vendor to make inquiries shall be interpreted to mean that the Bid Documents are clear and acceptable. Such clarity and acceptability shall be presumed with respect to all Bidders.

C. Questions and requests for clarification are to be submitted via the OpenGov Procurement Portal at https://procurement.opengov.com/portal/santafenm/projects/206850

D. Responses to questions will be written and issued electronically as Amendment or Addenda. No verbal response shall be binding.

3.9. Subcontractors

A. The listing threshold amount for this project shall be one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater. The General

Contractor must list all Subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practice Act (NMSA 1978, Sections 13-4-31 through 13-4-43) shall apply.

B. The Bidder shall list on the Subcontractor Listing Form attached to the Bidding Document, all proposed Subcontractors or material suppliers for all trades or items. If the Bidder is awarded the contract, the listed Subcontractors and suppliers shall perform their trade scope of services as indicated unless a request for a change or substitution is approved by the City for any reason as outlined herein. If the work is self-performed, the Prime Contractor shall list themselves on the form.

C. The City shall consider any request for a change in the listed Subcontractors if the Bidder can furnish evidence of being able to perform the work in a manner more satisfactory and beneficial to both the City and the Bidder by using a different Subcontractor or self-performing said work. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low Subcontractor, a request for substitution, made after the Bid Opening with the City's approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed Subcontractor or material suppler and/or any other confirmation satisfactory to the City.

D. The Bidder shall not be listed as the supplier or as the Subcontractor for any trade unless having previously performed work of this type and shall have all required licenses and certifications to perform the work.

E. Non-compliance with the intent of the Subcontractor Listing will be grounds for considering a Bid as non-responsive.

F. Prior to the award of the Contract, the City will notify the Bidder in writing if, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list and refuses, in writing, to accept such person or organization. The Bidder may then optionally, (1) withdraw the Bid, or (2) submit an acceptable substitute Subcontractor with no increase in the Bid Price. In the event of withdrawal under this paragraph, Bid security will not be forfeited.

G. The successful Bidder shall, within ten (10) calendar days of notification of selection for the award of Contract for the work, submit the following information to the City:

   1. A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work; and

   2. A list signed by all Subcontractors proposed for the principal portions of the work in accordance with the Subcontractors Listing Form submitted with the Bid.

H. The successful Bidder will be required to establish, to the satisfaction of the City, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.

I. Persons and organizations proposed by the Bidder and to whom the City has made no reasonable objection shall perform the work as indicated on the Subcontractor Listing Form and shall not be changed except with the written consent of the City.

J. No successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom the Bidder has reasonable objection.

3.10. Correction or Withdrawal of Bids

A. A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering electronic written or telegraphic notice to the location designated in the Invitation for Bid as the place where Bids are to be received.

B. Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bid Documents.

C. After Bid Opening, no modifications in Bid prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes said Bid non-responsive may be permitted to withdraw the Bid if:

1. The mistake is clearly evident on the face of the Bid document; or

2. The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

D. Any decision by the City to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision. If withdrawal is permitted, Bid security will not be forfeited.

3.11. Bribes, Gratuities and Kickbacks

A. It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of this Bid and for any person to offer or pay anything of value to any such public employee (NMSA 1978, Sections 30-24-1 through 30-24-2).

B. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, Sections 30-24-1, 30-23-2, and 30-41-1 through 3-41-3), which prohibit bribes, kick-backs, and gratuities and violation of which constitutes a felon. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199), imposes civil and criminal penalties for its violation.

3.12. Notice of Contract Requirements Binding on Bidder

A. By submitting a Bid, the Bidder represents familiarity with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions).

1. Definitions - Sections 1.0 to 1.1;

2. Contract Bond Requirements - Section 4.2;

3. Bribes, Gratuities, and Kickbacks - Section 4.8;

4. Equal Employment Opportunity - Labor Standards Provisions and other listed within the Contract Documents.

3.13. Rejection or Cancellation of Bids

A. An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons shall be made part of the Project file. Bid security for rejected Bids shall be returned to the Bidder.

3.14. Protests

A. Any Bidder who is aggrieved in connection with this procurement (Bid) may protest in writing to the CPD. The protest shall be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest.

3.15. Competitive Sealed Bids

A. Contracts solicited by competitive sealed Bids shall require that the base Bid amount exclude the applicable state gross receipts taxes or applicable local option taxes, but that the contracting agency shall be required to pay the applicable taxes including any increase in the applicable tax which becomes effective after the date the Contract is entered into. The applicable gross receipts taxes or local option taxes shall be shown as a separate amount on each billing or request for payment made under the contract.

3.16. Consideration of Bids Receipt, Opening, and Tabulation

A. Bids shall be unconditionally accepted for consideration for award without alteration or correction, except as authorized in the Procurement Code. In addition to the requirement for the prime contractor and subcontractors to be registered as provided in NMSA 1978, Section 13-4-13.1, bids shall be evaluated based on the requirements set forth in the invitation for bids, which requirements may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria such as discounts, transportation costs and total or life-cycle costs that will affect the bid price shall be objectively measurable, which shall be defined by rule. No criteria may be used in bid evaluation that are not set forth in the invitation for bids. A bid submitted by a prime contractor that was not registered as required by NMSA 1978, Section 13-4-13.1 shall not be considered for award. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with NMSA 1978, Section 13-4-36.

B. Bid tabulations for public information and inspection will be posted to the following link: https://procurement.opengov.com/portal/santafenm/projects/206850

C. The City shall have the right to waive any informalities or irregularities in any Bid or Bids received and to accept the Bid or Bids which are in the City's best interest.

3.17. Bid Evaluation and Award

A. It is the intent of the City to award a Contract to the most responsive and responsible Bidder submitting the lowest bid on the base bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, does not exceed the funds available and is in the best interest of the City. The City reserves the right to award a contract to the lowest Bidder using the criteria within the Bidding Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.

B. The subsequent contract will be established as a source and convenience of the City. It is the responsibility of the Requesting Department to utilize this Contract to the best interests of the City.

C. Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum

3.18. Notice of Award

A. A written Notice of Award shall be issued by the City after review and approval of the Bid and related documents by the City of Santa Fe Governing Body.

3.19. Identical Bids

A. When two or more of the Bids submitted are identical in price and are the low Bid, the CPD may:

1. Award to a resident local business if the identical low Bids are submitted by a resident or local business and a non-resident business;
2. Award to resident or local manufacturer if the identical low Bids are submitted by a resident or local manufacturer and a resident business;
3. Award by lottery to one of the identical low Bidders;
4. Make multiple awards if it is in the best interest of the City, or
5. Reject all Bids and re-solicit Bids for the required services, construction, or items of tangible personal property.

3.20. Cancellation of Award

When in the best interest of the public, the City in its sole discretion, may cancel the award of any Contract at any time before the execution of said contracts by all parties without any liability against the City.

3.21. Post-Bid Information

A. Return of Bid Security - All Bid security in the form of cashier's checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid security of the unsuccessful of the two lowest Bidders, if in the form of a cashier's check, will be returned within thirty (30) days following the award of contract. The retained Bid security of the

successful Bidder, if in the form of a cashier's check, will be returned after a satisfactory contract bond has been furnished and the Contract has been executed.

B. Notice of Award – The City will issue a written Notice of Award to the Contractor stipulating the scope of work, the contract sum, including taxes, and the required bonds. The Notice of Award will also include the contract for signature that will be sent back with the required executed bonds.

C. Contractor's Qualification Statement - Bidders to whom award of a Contract is under consideration shall, when requested, submit information and data to prove that their financial resources, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bid Documents and form of Statement of Bidder's Qualifications.

D. Contract Bond Requirements - The successful Bidder, where the Contract price exceeds twenty five thousand dollars ($25,000), shall post a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Bond forms similar to the forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the City.

E. Insurance Requirements - The selected Bidder shall purchase and maintain, with a company or companies licensed to do business in the State of New Mexico, Liability and Property Insurance as required by law.

   1. The insurance shall be in limits not less than those stated in the enclosed contract forms. The insurance limits may be greater if required by law.

   2. The insurance coverage shall include workers' compensation, employers liability, comprehensive general liability Comprehensive automobile liability (owned and hired), excess liability (umbrella form). For more specific insurance requirements refer to the enclosed Agreement Forms.

   3. All insurance coverage must be maintained for the entire life of the project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after Work Order/project Substantial Completion.

   4. A valid certificate of insurance must be submitted to the City prior to routing the final Contract between the City and the Contractor for City approval. Be prepared to provide this with the City and project name listed as an additional insured.

F. Failure to Execute Contract - Failure to return the signed Contract with acceptable contract bonds and Certificate of Insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid Security, which shall become damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised.

G. Notice to Proceed - The City will issue a written Notice to Proceed, after a Purchase Order (PO) is issued, to the Contractor stipulating the contract time start date substantial completion date (Contract Time, finish date), subject to valid modifications of the Contract authorized by written amendment/Change Order.

3.22. Minimum Wage Rates

A. In accordance with state requirements, any construction contract exceeding sixty thousand dollars ($60,000) is subject to the minimum wage rates established by the New Mexico Department of Workforce Solutions (NMDWS). This project is governed by Wage Decision No. SF-25-3437-A, as issued and approved by NMDWS.

B. Bidders shall ensure that the minimum wage rate determination, included herein, has been utilized in preparation of the Bid.

C. The Bidder will be required to submit a bid that complies with the City's Living Wage Ordinance to the extent applicable.

D. The awarded Contractor will be required to pay wages as per whichever wage decision is highest.

3.23. New Mexico Department of Workforce Solutions (NMDWS) Contractor and Subcontractor Registration

A. A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a City project that is subject to the Public Works Minimum Wage Act (NMSA 1978, Section 13-4-10) shall be registered with the New Mexico Department of Workforce Solutions. The registration number shall be provided in the bid submitted for the contractor in the space provided (See Bid Form 00-5000 3.0) and for subcontractors on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the Contractor does not provide proof of the required registration for itself or its subcontractors. It is the responsibility of all bidders and the subcontractors to ensure the registration is completed prior to the bid opening.

4. PROCUREMENT SCOPE

4.1. Arroyo de los Chamisos Urban Trail Repair

1. Site Preparation

The Contractor shall review the final construction plans, perform an initial site survey, and clearly mark all features scheduled for demolition and/or protection. All necessary permits (including erosion control, traffic management, and environmental compliance) shall be obtained prior to mobilization. The Contractor is responsible for mobilizing all equipment, establishing staging areas, and implementing site-specific traffic control measures as required to begin the project safely and in compliance with governing agencies.

2. Removal & Demolition

The scope includes selective demolition of existing infrastructure to accommodate the trail improvements. Work includes the removal of sections of asphalt trail, concrete aprons, headwalls, and existing concrete outfall protection features. Any conflicting existing structures or materials within the designated work zone that obstruct the proposed improvements shall be removed and properly disposed of per project specifications and local regulations.

3. Earthwork & Grading

Contractor shall perform excavation, cutting, and filling operations as needed to bring the site to the required subgrade elevations. This includes compaction of subgrade materials and shaping of the terrain to support proper drainage, trail alignment, and structural stability of new improvements. All earthwork shall conform to the specified grading tolerances and compaction requirements.

4. Drainage & Outfall Protection

As part of the erosion mitigation effort, the Contractor shall remove and reconstruct wire enclosed riprap stilling basin outfall structure in accordance with the plans. Additionally, contractor shall build drainage mitigation structures as specified, throughout the site, in accordance with the plans and specifications herein. Special attention shall be paid to ensure that reconstructed drainage features mitigate erosion and support long-term site stability.

5. Paving & Trail Construction

The trail and apron surfaces shall be constructed using appropriate base materials (e.g., aggregate base course), followed by the placement of concrete or asphalt surfaces per project specifications. All materials, thicknesses, and finishing methods shall adhere to the engineering plans and relevant municipal standards.

6. Erosion Control & Site Restoration

If not already provided, the Contractor shall develop and implement a comprehensive Erosion Control Plan, including both temporary and permanent erosion control measures. This may involve the installation of silt fences, sediment traps, erosion control blankets, or other best management practices (BMPs). Final site restoration shall include the placement of topsoil, seeding, and vegetation in all disturbed areas to stabilize the site and prevent future erosion.

Revegetation shall be completed using seed mixes and specifications compliant with current NMDOT standards for revegetation, including approved native seed species, application rates, soil amendments, and establishment practices.

7. Traffic Control

A Traffic Control Plan shall be prepared and implemented to ensure the safety of pedestrians, vehicles, and workers during construction. The Contractor shall provide all required traffic signage, barricades, flagging operations, and detours in accordance with applicable City of Santa Fe and MUTCD standards. The work zone must always remain safe and accessible.

8. Mobilization, Demobilization & Final Cleanup

The Contractor shall mobilize all labor, materials, and equipment necessary to perform the work. Upon completion of construction, all temporary installations, debris, excess materials, and equipment shall be removed from the site. Final cleanup shall return the site to a neat, orderly condition, satisfactory to the Engineer and the City. All final restoration work, including revegetation and erosion control measures, shall be verified for compliance prior to demobilization.

5. INFORMATION AVAILABLE TO BIDDERS

5.1. Existing Conditions

A. It is the Contractor's responsibility to verify existing conditions prior to bidding.

B. Accessing existing utility infrastructure may require special coordination. Bidders shall verify accessibility and take into consideration the access strategy as part of the offer. The Contractor shall notify 811 before beginning any work.

6. VENDOR QUESTIONNAIRE

1. Acceptance of Bid*

All bidders agree, that if their bid is accepted, to enter into a Contract with the City in the form included in the bidding documents to perform and furnish all work as specified or indicated for the Contract price and within the Contract time indicated in this Bid and in accordance with the other terms and conditions of the Contract documents.

☐ Please confirm

*Response required

2. Acceptance of Terms and Conditions*

By submitting a bid, all Bidders acknowledge and accept the terms and conditions outlined in this ITB and its Instructions, including, but not limited to, provisions related to bid security and required documentation. Any concerns or objections to the contents of this solicitation must be submitted in writing to the Chief Procurement Officer (CPO) and, if applicable, the sponsoring Department (contact information provided in the ITB), with sufficient time for the City to issue an Addendum, if warranted

Bids shall remain valid and subject to acceptance for a period of one hundred and twenty (120) calendar days following the bid opening date. The selected Bidder must execute the Contract between the City and Contractor, including submission of all required bonds and supporting documents, within fifteen (15) calendar days of receiving the City's electronic signature request.

☐ Please confirm

*Response required

3. Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.*

☐ Yes
☐ No

*Response required

4. Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.*

☐ Yes
☐ No

*Response required

5. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the bidding documents.*

☐ Yes
☐ No

*Response required

6. Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Opening date.*

☐ Yes
☐ No

*Response required

7. Collusion*

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted inconformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City. It is understood that the City reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

☐ Yes
☐ No

*Response required

8. It is the intent of the City to award a contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City. *

☐ Please confirm

*Response required

9. The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.*

- Contractor shall be responsible for adherence to the contract documents, construction documents, specifications and approved directives.
- Contractor shall be responsible for State CID requirements and permit.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
- Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

☐ Please confirm

*Response required

10. Confirmation of Bidder Regarding Equal Employment Opportunity*

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

Certification - The information above is true and complete to the best of my knowledge and belief.

☐ Please confirm

*Response required

11. Forms Required at Time of Bid

11.1. Bid Bond, Bid Security and Agent's Affidavit*

Please download the below documents, complete, and upload.

- Bid_Bond_Form.Bid_Security_...

*Response required

11.2. Non-Collusion Affidavit of Prime Bidder*

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit_of_...

*Response required

11.3. Subcontractor Listing*

Please download the below documents, complete, and upload.

- Subcontractor_Listing.pdf

*Response required

11.4. Certification of Non-Segregated Facilities*

Please download the below documents, complete, and upload.

- Certification_of_Non_Segreg...

*Response required

11.5. Certificate of Liability Insurance*

- Certificate_of_Liability_In...

*Response required

11.6. Bidder has read, reviewed and signed all required documents included in the Clean Water State Revolving Fund Supplemental Conditions below. *

Please download the below documents, complete, and upload.

- City_of_Santa_Fe_CWSRF_EQ_0...

*Response required

12. Forms Required at Time of Contract

12.1. Performance Bond - SAMPLE

- Performance_Bond_SAMPLE.pdf

12.2. Payment Bond - SAMPLE

- Payment_Bond_SAMPLE.pdf

12.3. Affidavit of Wages Paid

Please download the below documents, complete, and upload.

- AFFIDAVIT_OF_WAGES_PAID.pdf

12.4. Statement of Intent to Pay Prevailing Wages

Please download the below documents, complete, and upload.

- STATEMENT_OF_INTENT_TO_PAY_...

12.5. Payroll Statement of Compliance

Please download the below documents, complete, and upload.

- Payroll_Statement_of_Compli...

13. Technical Special Provisions

13.1. Vendor has reviewed Revegetation Special Provision (Attachment C).*

☐ Yes

☐ No

*Response required

13.2. Vendor has reviewed Minor Paving Special Provision (Attachment D).*

☐ Yes

☐ No

*Response required

7. Bid Items

ARROYO DE LOS CHAMISOS URBAN TRAIL BID ITEMS

Line Item	NMDOT Item ID	Description	Quantity	Unit of Measure	Unit Cost	Total
1	203000	Site Earthwork	1	L.S.		
2	207000	Subgrade Preparation	1,600	SQ. YD.		
3	303140	Base Course 4"	229	SQ. YD.		
4	416217	Minor Pavement Type II, WMA SP-IV	229	SQ. YD.		
5	511200	Structural Concrete, CL A-4"	130	SQ. YD.		
6	541200	Structural steel for miscellaneous structures	480	LB		
7	570024	24" Culvert Pipe	10	L.F.		
8	601000	Removal of structures and obstructions	1	L.S.		
9	601110	Removal of surfacing	230	SQ. YD.		
10	602000	Riprap Class A (wire enclosed)	130	CU.YD.		

Line Item	NMDOT Item ID	Description	Quantity	Unit of Measure	Unit Cost	Total
11	602005	Riprap Class A (non-enclosed)	10	CU.YD.		
12	602200	Gabions	1,220	CU.YD.		
13	603281	SWPPP Plan preparation and maintenance	1	L.S.		
14	607079	Pedestrian/Bicycle Railing	170	L.F.		
15	609200	Header curb	10	L.F.		
16	621000	Mobilization	1	L.S.		
17	801000	Construction staking by the contractor	1	L.S.		
18	632020	Class C Seeding	0.2	AC.		
19		Care and diversion of water	1	L.S.		
TOTAL						

City of Santa Fe, NM
Parks, Trails, & Watershed
Melissa McDonald, Parks & Open Space Division Director
200 Lincoln Avenue, Santa Fe, NM 87501

EVALUATION TABULATION

Const. ITB No. FY26-Const. ITB-029

Arroyo de los Chamisos Urban Trail Repair

RESPONSE DEADLINE: December 17, 2025 at 2:00 pm
Report Generated: Tuesday, February 3, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Gordo LLC	$594,485.00
GM Emulsion, LLC	$714,542.00
San Isidro Permaculture	$749,600.20
Groundwater Partners Inc.	$772,876.60
Kimo Constructors, Inc.	$1,139,806.05

ARROYO DE LOS CHAMISOS URBAN TRAIL BID ITEMS (Table 1 of 2)

Arroyo de Los Chamisos Urban Trail Bid Items					GM Emulsion, LLC			Gordo LLC			Groundwater Partners Inc.			Kimo Constructors, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	NMDOT Item ID	Unit Cost	Total	NMDOT Item ID	Unit Cost	Total	NMDOT Item ID	Unit Cost	Total	NMDOT Item ID
X	1	Site Earthwork	1	L.S.	$10,000.00	$10,000.00	203000	$18,000.00	$18,000.00	203000	$73,500.00	$73,500.00	203000	$382,200.00	$382,200.00	203000
X	2	Subgrade Preparation	1600	SQ. YD.	$6.00	$9,600.00	207000	$5.50	$8,800.00	207000	$4.95	$7,920.00	207000	$13.75	$22,000.00	207000
X	3	Base Course 4"	229	SQ. YD.	$8.00	$1,832.00	303140	$30.00	$6,870.00	303140	$26.40	$6,045.60	303140	$28.35	$6,492.15	303140

Arroyo de Los Chamisos Urban Trail Bid Items					GM Emulsion, LLC			Gordo LLC			Groundwater Partners Inc.			Kimo Constructors, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	NMDOT Item ID	Unit Cost	Total	NMDOT Item ID	Unit Cost	Total	NMDOT Item ID	Unit Cost	Total	NMDOT Item ID
X	4	Minor Pavement Type II, WMA SP-IV	229	SQ. YD.	$40.00	$9,160.00	416217	$45.00	$10,305.00	416217	$33.00	$7,557.00	416217	$51.10	$11,701.90	416217
X	5	Structural Concrete, CL A-4"	130	SQ. YD.	$350.00	$45,500.00	511200	$150.00	$19,500.00	511200	$203.50	$26,455.00	511200	$191.40	$24,882.00	511200
X	6	Structural steel for miscellaneous structures	480	LB	$5.00	$2,400.00	541200	$3.00	$1,440.00	541200	$11.00	$5,280.00	541200	$8.10	$3,888.00	541200
X	7	24" Culvert Pipe	10	L.F.	$150.00	$1,500.00	570024	$180.00	$1,800.00	570024	$242.00	$2,420.00	570024	$329.00	$3,290.00	570024
X	8	Removal of structures and obstructions	1	L.S.	$10,000.00	$10,000.00	601000	$12,000.00	$12,000.00	601000	$24,200.00	$24,200.00	601000	$18,200.00	$18,200.00	601000
X	9	Removal of surfacing	230	SQ. YD.	$10.00	$2,300.00	601110	$45.00	$10,350.00	601110	$8.80	$2,024.00	601110	$46.60	$10,718.00	601110
X	10	Riprap Class A (wire enclosed)	130	CU.YD.	$350.00	$45,500.00	602000	$310.00	$40,300.00	602000	$385.00	$50,050.00	602000	$457.10	$59,423.00	602000
X	11	Riprap Class A (non-enclosed)	10	CU.YD.	$350.00	$3,500.00	602005	$180.00	$1,800.00	602005	$330.00	$3,300.00	602005	$225.00	$2,250.00	602005
X	12	Gabions	1220	CU.YD.	$350.00	$427,000.00	602200	$326.00	$397,720.00	602200	$367.50	$448,350.00	602200	$347.75	$424,255.00	602200
X	13	SWPPP Plan preparation and maintenance	1	L.S.	$7,500.00	$7,500.00	603281	$3,600.00	$3,600.00	603281	$8,250.00	$8,250.00	603281	$5,300.00	$5,300.00	603281
X	14	Pedestrian/Bicycle Railing	170	L.F.	$200.00	$34,000.00	607079	$100.00	$17,000.00	607079	$247.50	$42,075.00	607079	$133.80	$22,746.00	607079

Arroyo de Los Chamisos Urban Trail Bid Items					GM Emulsion, LLC			Gordo LLC			Groundwater Partners Inc.			Kimo Constructors, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	NMDOT Item ID	Unit Cost	Total	NMDOT Item ID	Unit Cost	Total	NMDOT Item ID	Unit Cost	Total	NMDOT Item ID
X	15	Header curb	10	L.F.	$75.00	$750.00	609200	$150.00	$1,500.00	609200	$55.00	$550.00	609200	$112.00	$1,120.00	609200
X	16	Mobilization	1	L.S.	$70,000.00	$70,000.00	621000	$24,000.00	$24,000.00	621000	$27,500.00	$27,500.00	621000	$97,500.00	$97,500.00	621000
X	17	Construction staking by the contractor	1	L.S.	$10,000.00	$10,000.00	801000	$6,900.00	$6,900.00	801000	$5,500.00	$5,500.00	801000	$12,600.00	$12,600.00	801000
X	18	Class C Seeding	0.2	AC.	$45,000.00	$9,000.00	632020	$42,000.00	$8,400.00	632020	$49,500.00	$9,900.00	632020	$63,200.00	$12,640.00	632020
X	19	Care and diversion of water	1	L.S.	$15,000.00	$15,000.00		$4,200.00	$4,200.00		$22,000.00	$22,000.00		$18,600.00	$18,600.00	
Total						$714,542.00			$594,485.00			$772,876.60			$1,139,806.05	

ARROYO DE LOS CHAMISOS URBAN TRAIL BID ITEMS (Table 2 of 2)

Arroyo de Los Chamisos Urban Trail Bid Items					San Isidro Permaculture		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	NMDOT Item ID
X	1	Site Earthwork	1	L.S.	$21,264.62	$21,264.62	203000
X	2	Subgrade Preparation	1600	SQ. YD.	$4.96	$7,936.00	207000
X	3	Base Course 4"	229	SQ. YD.	$47.11	$10,788.19	303140
X	4	Minor Pavement Type II, WMA SP-IV	229	SQ. YD.	$43.39	$9,936.31	416217

Arroyo de Los Chamisos Urban Trail Bid Items					San Isidro Permaculture		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	NMDOT Item ID
X	5	Structural Concrete, CL A-4"	130	SQ. YD.	$129.14	$16,788.20	511200
X	6	Structural steel for miscellaneous structures	480	LB	$6.45	$3,096.00	541200
X	7	24" Culvert Pipe	10	L.F.	$236.30	$2,363.00	570024
X	8	Removal of structures and obstructions	1	L.S.	$12,538.28	$12,538.28	601000
X	9	Removal of surfacing	230	SQ. YD.	$30.92	$7,111.60	601110
X	10	Riprap Class A (wire enclosed)	130	CU.YD.	$884.24	$114,951.20	602000
X	11	Riprap Class A (non-enclosed)	10	CU.YD.	$619.32	$6,193.20	602005
X	12	Gabions	1220	CU.YD.	$370.68	$452,229.60	602200
X	13	SWPPP Plan preparation and maintenance	1	L.S.	$8,407.40	$8,407.40	603281
X	14	Pedestrian/Bicycle Railing	170	L.F.	$143.77	$24,440.90	607079
X	15	Header curb	10	L.F.	$216.70	$2,167.00	609200
X	16	Mobilization	1	L.S.	$27,411.18	$27,411.18	621000
X	17	Construction staking by the contractor	1	L.S.	$6,700.20	$6,700.20	801000
X	18	Class C Seeding	0.2	AC.	$22,739.00	$4,547.80	632020
X	19	Care and diversion of water	1	L.S.	$10,729.52	$10,729.52	
Total						$749,600.20	

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	GM Emulsion, LLC	Gordo LLC	Groundwater Partners Inc.	Kimo Constructors, Inc.	San Isidro Permaculture
Acceptance of Bid	Pass	Pass	Pass	Pass	Pass
Acceptance of Terms and Conditions	Pass	Pass	Pass	Pass	Pass
Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.	Pass	Pass	Pass	Pass	Pass
Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.	Pass	Pass	Pass	Pass	Pass

Question Title	GM Emulsion, LLC	Gordo LLC	Groundwater Partners Inc.	Kimo Constructors, Inc.	San Isidro Permaculture
Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the bidding documents.	Pass	Pass	Pass	Pass	Pass
Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Opening date.	Pass	Pass	Pass	Pass	Pass
Collusion	Pass	Pass	Pass	Pass	Pass

Question Title	GM Emulsion, LLC	Gordo LLC	Groundwater Partners Inc.	Kimo Constructors, Inc.	San Isidro Permaculture
It is the intent of the City to award a contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City.	Pass	Pass	Pass	Pass	Pass
The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.	Pass	Pass	Pass	Pass	Pass
Confirmation of Bidder Regarding Equal Employment Opportunity	Pass	Pass	Pass	Pass	Pass
Forms Required at Time of Bid					
Bid Bond, Bid Security and Agent's Affidavit	Pass		Pass	Pass	Pass

Question Title	GM Emulsion, LLC	Gordo LLC	Groundwater Partners Inc.	Kimo Constructors, Inc.	San Isidro Permaculture
Non-Collusion Affidavit of Prime Bidder	Pass	Pass	Pass	Pass	Pass
Subcontractor Listing	Pass	Pass	Pass	Pass	Fail
Certification of Non-Segregated Facilities	Pass	Pass	Pass	Pass	Pass
Certificate of Liability Insurance	Pass	Pass	Fail	Pass	Fail
Bidder has read, reviewed and signed all required documents included in the Clean Water State Revolving Fund Supplemental Conditions below.	Pass	Pass	Pass	Pass	Pass
Forms Required at Time of Contract					
Performance Bond - SAMPLE	No Response	No Response			
Payment Bond - SAMPLE	No Response	No Response			
Affidavit of Wages Paid	No Response	No Response			
Statement of Intent to Pay Prevailing Wages	No Response	No Response			
Payroll Statement of Compliance	No Response	No Response			
Technical Special Provisions					

Question Title	GM Emulsion, LLC	Gordo LLC	Groundwater Partners Inc.	Kimo Constructors, Inc.	San Isidro Permaculture
Vendor has reviewed Revegetation Special Provision (Attachment C).	Pass	Pass	Pass	Pass	Pass
Vendor has reviewed Minor Paving Special Provision (Attachment D).	Pass	Pass	Pass	Pass	Pass

[GORDO LLC] RESPONSE DOCUMENT REPORT

Const. ITB No. FY26-Const. ITB-029

Arroyo de los Chamisos Urban Trail Repair

RESPONSE DEADLINE: December 17, 2025 at 2:00 pm

Report Generated: Wednesday, February 4, 2026

Gordo LLC Response

CONTACT INFORMATION

Company:
Gordo LLC

Email:
bidermaneric@gmail.com

Contact:
Eric Biderman

Address:
1890 Camino Calvario
Santa Fe, NM 87507

Phone:
(575) 799-9723

Website:
gordollc.com

Submission Date:
Dec 17, 2025 9:51 AM (Mountain Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Acceptance of Bid*

Pass

All bidders agree, that if their bid is accepted, to enter into a Contract with the City in the form included in the bidding documents to perform and furnish all work as specified or indicated for the Contract price and within the Contract time indicated in this Bid and in accordance with the other terms and conditions of the Contract documents.

Confirmed

2. Acceptance of Terms and Conditions*

Pass

By submitting a bid, all Bidders acknowledge and accept the terms and conditions outlined in this ITB and its Instructions, including, but not limited to, provisions related to bid security and required documentation. Any concerns or objections to the contents of this solicitation must be submitted in writing to the Chief Procurement Officer (CPO) and, if applicable, the sponsoring Department (contact information provided in the ITB), with sufficient time for the City to issue an Addendum, if warranted

Bids shall remain valid and subject to acceptance for a period of one hundred and twenty (120) calendar days following the bid opening date. The selected Bidder must execute the Contract between the City and Contractor, including submission of all required bonds and supporting documents, within fifteen (15) calendar days of receiving the City's electronic signature request.

Confirmed

3. Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.*

Pass

Yes

4. Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.*

Pass

Yes

5. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the bidding documents.*

Pass

Yes

6. Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Opening date.*

Pass

Yes

7. Collusion*

Pass

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted inconformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City. It is understood that the City reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

Yes

8. It is the intent of the City to award a contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City. *

Pass

Confirmed

9. The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.*

Pass

- Contractor shall be responsible for adherence to the contract documents, construction documents, specifications and approved directives.
- Contractor shall be responsible for State CID requirements and permit.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
- Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

Confirmed

10. Confirmation of Bidder Regarding Equal Employment Opportunity*

Pass

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

Certification - The information above is true and complete to the best of my knowledge and belief.

Confirmed

11. Forms Required at Time of Bid

BID BOND, BID SECURITY AND AGENT'S AFFIDAVIT*
Please download the below documents, complete, and upload.

- Bid_Bond_Form.Bid_Security_...

bid_bond.pdf

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER*
Pass

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit_of_...

non_collusion.jpg

SUBCONTRACTOR LISTING*
Pass

Please download the below documents, complete, and upload.

- Subcontractor_Listing.pdf

subcontractors_aa.pdf

CERTIFICATION OF NON-SEGREGATED FACILITIES*
Pass

Please download the below documents, complete, and upload.

- Certification_of_Non_Segreg...

non_segregated.jpg

CERTIFICATE OF LIABILITY INSURANCE*
Pass

- Certificate_of_Liability_In...

COI.pdf
work_comp_COI.pdf
auto_liability.pdf

BIDDER HAS READ, REVIEWED AND SIGNED ALL REQUIRED DOCUMENTS INCLUDED IN THE CLEAN WATER STATE REVOLVING FUND SUPPLEMENTAL CONDITIONS BELOW. *
Pass

Please download the below documents, complete, and upload.

- City_of_Santa_Fe_CWSRF_EQ_0...

supplemental_conditions_a.pdf

12. Forms Required at Time of Contract

PERFORMANCE BOND - SAMPLE

- Performance_Bond_SAMPLE.pdf

No response submitted

PAYMENT BOND - SAMPLE

- Payment_Bond_SAMPLE.pdf

No response submitted

AFFIDAVIT OF WAGES PAID
Please download the below documents, complete, and upload.

- AFFIDAVIT_OF_WAGES_PAID.pdf

No response submitted

STATEMENT OF INTENT TO PAY PREVAILING WAGES
Please download the below documents, complete, and upload.

- STATEMENT_OF_INTENT_TO_PAY_...

No response submitted

PAYROLL STATEMENT OF COMPLIANCE
Please download the below documents, complete, and upload.

- Payroll_Statement_of_Compli...

No response submitted

13. Technical Special Provisions

VENDOR HAS REVIEWED REVEGETATION SPECIAL PROVISION (ATTACHMENT C).*

Pass

Yes

VENDOR HAS REVIEWED MINOR PAVING SPECIAL PROVISION (ATTACHMENT D).*
Pass

Yes

PRICE TABLES

ARROYO DE LOS CHAMISOS URBAN TRAIL BID ITEMS

Line Item	NMDOT Item ID	Description	Quantity	Unit of Measure	Unit Cost	Total
1	203000	Site Earthwork	1	L.S.	$18,000.00	$18,000.00
2	207000	Subgrade Preparation	1,600	SQ. YD.	$5.50	$8,800.00
3	303140	Base Course 4"	229	SQ. YD.	$30.00	$6,870.00
4	416217	Minor Pavement Type II, WMA SP-IV	229	SQ. YD.	$45.00	$10,305.00
5	511200	Structural Concrete, CL A-4"	130	SQ. YD.	$150.00	$19,500.00
6	541200	Structural steel for miscellaneous structures	480	LB	$3.00	$1,440.00
7	570024	24" Culvert Pipe	10	L.F.	$180.00	$1,800.00
8	601000	Removal of structures and obstructions	1	L.S.	$12,000.00	$12,000.00
9	601110	Removal of surfacing	230	SQ. YD.	$45.00	$10,350.00

Line Item	NMDOT Item ID	Description	Quantity	Unit of Measure	Unit Cost	Total
10	602000	Riprap Class A (wire enclosed)	130	CU.YD.	$310.00	$40,300.00
11	602005	Riprap Class A (non-enclosed)	10	CU.YD.	$180.00	$1,800.00
12	602200	Gabions	1,220	CU.YD.	$326.00	$397,720.00
13	603281	SWPPP Plan preparation and maintenance	1	L.S.	$3,600.00	$3,600.00
14	607079	Pedestrian/Bicycle Railing	170	L.F.	$100.00	$17,000.00
15	609200	Header curb	10	L.F.	$150.00	$1,500.00
16	621000	Mobilization	1	L.S.	$24,000.00	$24,000.00
17	801000	Construction staking by the contractor	1	L.S.	$6,900.00	$6,900.00
18	632020	Class C Seeding	0.2	AC.	$42,000.00	$8,400.00
19		Care and diversion of water	1	L.S.	$4,200.00	$4,200.00
TOTAL						$594,485.00

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Gordo, LLC
1890 Camino Calavario
Santa Fe, NM 87507

SURETY:
(Name, legal status and principal place of business)
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-1403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

BOND AMOUNT: Five Percent (5%) of the Total Amount of the Bid

PROJECT:
(Name, location or address, and Project number, if any)
ITB#: FY26-Const. ITB-029 Arroyo de los Chamisos Urban Trail Repair

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of December, 2025

	Gordo, LLC
	(Contractor as Principal) *(Seal)*
(Witness)	
	(Title)
	Philadelphia Indemnity Insurance Company
	(Surety) *(Seal)*
(Witness)	
	(Title) John D. Weisbrot, Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Init.
/

Bid Security Form

THIS FORM MUST BE ATTACHED TO BOND

Review and Approval: This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Approved:

_____ **DATE:** _____

_____

Owner's Representative or Governing Authority

THIS FORM MUST BE
USED BY SURETY

Agent's Affidavit

BID SECURITY FORM

(To be filled in by Agent)

STATE OF Pennsylvania)
) ss.
COUNTY OF Bucks)

John D. Weisbrot, Attorney-In-Fact being first duly sworn deposes and says:

that he is the duly appointed agent for Philadelphia Indemnity Insurance Company

and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the City of Santa Fe in connection with the construction of ITB# FY26-Const. ITB-029 Arroyo de los Chamisos Urban Trail Repair

dated 17th day of December, 20 25, executed by Gordo, LLC

contractor, as principal and Philadelphia Indemnity Insurance Company, as surety, signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him.

Tracy Konopka

Commonwealth of Pennsylvania - Notary Seal
TRACY KONOPKA - Notary Public
Bucks County
My Commission Expires December 3, 2026
Commission Number 1259261

Subscribed and sworn to before me, a notary public in and for the County of Bucks, this 17th day of December, 20 25.

My Commission expires: December 3, 2026

Agent's Address: 6023A Kellers Church Road
Pipersville, PA 18947

Telephone: 888-592-6631

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JOHN D. WEISBROT, MELISSA L. MCDADE, STEVEN M. VARGA OR NANCY NIGRO of Risk Strategies dba JW Bond Consultants, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public: Vanessa McKenzie

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of December, 2025.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Sut'plus
(in thousands, except par value and share amounts)

Admitted Assets	As of December 31. 2024	2023
Bonds (fair value $9,153,035 and $8,720,743)	$ 9,774,560	$ 9,263,769
Preferred stocks (fair value $6,762 and $8,060)	6,762	8,060
Common stocks (cost $17,100 and $18,727)	20,298	21,946
Mortgage loans	980,210	1,060,940
Real estate	45,943	21,033
Derivatives	3,552	
Other invested assets (cost $219,302 and $201,673)	229,008	226,716
Receivables for securities sold	329	4,072
Cash, cash equivalents and short-term investments	176.533	147.539
Cash and invested assets	11,237,195	10,754,075
Premiums receivable, agents' balances and other receivables	1,166,132	1,108,771
Reinsurance recoverable on paid loss and loss adjustment expenses	63,067	57,589
Accrued investment income	94,377	93,350
Receivable from aftiliates	6,240	7,123
Federal income taxes receivable	8,824	
Net deferred tax assets	168,818	162,612
Other assets	19 448	11 103
Total admitt.ed assets	$ 12 764 101	$ 12 124 623

Liabilities and Capital and Sun1lus		
Liabilities:		
Unpaid loss and loss adjustment expenses	$ 6,059,913	$ 5,797,285
Unearned premiums	1,990,597	1,887,004
Reinsurance payable on paid loss and loss adjustment expenses	39,877	35,204
Federal income taxes payable		2,352
Ceded reinsurance premiums payable	183,308	152,393
Commissions payable, contingent commissions and other similar charges	310,107	298,124
Funds held	147,288	96,542
Payable to affiliates	20,596	20,862
Provision for reinsurance	78	295
Payable for securities purchased	9,021	12,957
Accrued expenses and other liabilities	54.505	62.438
Total liabilities	8,815,290	8.365.456
Capital:		
Common stock, par value of$ IO per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
Surplus:		
Gross paid-in and contributed surplus	386,071	386,07 I
Unassigned surplus	3,558,240	3 438 596
Total surplus	3.944.311	3.824.667
Total capital and surplus	3 948 811	3 829 167
Total liabilities and capital and surplus	$ 12,764,IQI	$ 12,12 623

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her k o : tatement is a full, true and correct statement--

Attest:

Commonwealth of Pennsylvenle • Notary Seal
Kimberly A. Kessleski. Notary Public
Montgomery County
My commission expires December 18, 2028
Commission number 1245769
Member. Pennsylvania Association of Notarlea

Karen Gilmer-Pauciello, EVP & CFO

Sworn to before me this 3rd day of June 2025.

Kimberly Kessleski, Notary

PHILADELPHIA INDEMNITY INSURANCE COMPANY CORPORATE SEAL 1927 PENNSYLVANIA

t)11-Ct>llusion Allidi1vit of Pri1nc Bidder

Sl' \ l'l t11)
) ss.
L'OlJ 1\ 01:)

____ .:,l:,(2:,¢_:,:,;;;;_IP_(_:,. t\J'-- ____ ,,being first duly sworn, deposes and says that:

1) He is the OvJ fR- of
_. ,l,l():Q__:..0.:;_0.....;L.1-C.-_;;._ ---------- '
the Bidder that has submitted and attached Bid;

2) He is fully infonned respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) such Bid is genuine and is not a collusive or shamBid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or comm11nications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affront.

By: _____

Title: OWNER

Subscribed and s om to before me this \d day of December , 20 ctS

Nota Public

My Commission expires 1/2029

YVONNE M TRUJILLO
Notary Public
State of New Mexico
Comm.# 2005995

My Comm. Exp. Apr 10, 2029

Subcontractor Listing

NOTE: A subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

1.	
TRADE	general contractor, gabions, concrete, steel
NAME	Gordo LLC
ADDRESS	1890 Camino Calvario, Santa Fe, NM 87507
TELEPHONE#	575-799-9723
LICENSE #	398140
NM DEPT. OF LABOR REGISTRATION	23841082442025
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
2.	
TRADE	surveyor
NAME	Bona fide surveying
ADDRESS	P.O. Box 640, Fruita, Colorado 81521
TELEPHONE#	(970)200-5654
LICENSE #	23200
NM DEPT. OF LABOR REGISTRATION	less than $60,000
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
3.	
TRADE	supplier of rock
NAME	Buildology
ADDRESS	17 Colony Dr, Santa Fe, NM 87507
TELEPHONE#	505-477-8152
LICENSE #	supplier only
NM DEPT. OF LABOR REGISTRATION	supplier only
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
4.	
TRADE	swppp
NAME	E2RC
ADDRESS	439 S. Hill Road, Bernalillo, NM 87004
TELEPHONE#	505-867-4040
LICENSE #	350871
NM DEPT. OF LABOR REGISTRATION	#1772820160104
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
5.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	

*Add additional pages as required for your bid.

Ce1·tificntio11 of No11 Segregated Facilities

Tl1c constn1ctio11 contractor certifies tl1nt lie docs not rnaintnin or provide for his employees a1 1y scgrcgnted fncilities at any of l1is establishments and that he does not permit his cttlt)loyccs to perfor111 their services at any location, under his control, where segregated t1\cilit1cs are 1nnintnined. The construction contractor certifies further that he will not maintain or provide for 11is employees any segregated facilities at any of his establishments, and that he ,, ill not permit his employees to perform their services at any location, under his control, ,vl1ere segregated facilities are maintained. The construction contractor agrees that a breacl1 of tl1is certification is a violation of the Equal Opportunity Clause in this contract. As used in tl1is certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided tot employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

By: C_(2._Ic._/0_---

Title:

Subscribed and sworn to before me this /2 day of JJJC!i,m bfL 201:b

Nota Public

My Commission expires: 4/10/2029

'YV{CO E !fR TiJILLO
Notary Public
State of New Mexico
Comm. # 2005995
My Comm. Exp. Apr 10, 2029

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2025

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	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gordo LLC
1890 Camino Calvario
Santa Fe, NM 87507

COVERAGES **CERTIFICATE NUMBER:** 440960506 **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		NXTFH3PYKF-00-GL	11/20/2025	11/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $10,000.00 $1,000,000.00 $1,000,000.00 $1,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	X		NXTFH3PYKF-00-GL	11/20/2025	11/20/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000.00 $ 1,000,000.00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Contractors Errors and Omissions	X		NXTFH3PYKF-00-GL	11/20/2025	11/20/2026	Each Occurrence: Aggregate:	$10,000.00 $20,000.00

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

The Certificate Holder is City of Santa Fe. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

LIVE CERTIFICATE
Click or scan to view

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2025

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 Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova CA 95742 License#: 0F82764	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 877-308-9663 FAX (A/C, No): 916-400-2625 E-MAIL ADDRESS: certs@inszoneins.com
INSURED Gordo LLC 1890 Camino Calvario Santa Fe, NM 87507-3640 GORDLLC-02	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : New Mexico Mutual Casualty Company 40627 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 677021612 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0112404.101	7/14/2025	7/14/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2025

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

PRODUCER	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
AP INTEGO NEXT PO BOX 31241, SALT LAKE CITY, UT 84131	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Financial Casualty Company	11770
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gordo LLC
1890 Camino Calvario
Santa Fe, NM 87507

COVERAGES **CERTIFICATE NUMBER:** 659651889511161716D121725T164435 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$100,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N	866982747	12/15/2025	12/15/2026	BODILY INJURY (Per accident)	$300,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$50,000
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	N	N	866982747	12/15/2025	12/15/2026	$	

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
AP INTEGO NEXT		Gordo LLC 1890 Camino Calvario Santa Fe, NM 87507
POLICY NUMBER		
866982747		
CARRIER	NAIC CODE	
United Financial Casualty Company	11770	EFFECTIVE DATE: 12/15/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured Motorist	$100,000/$300,000 Nonstacked
Uninsured Motorist Property Damage	$50,000 w/$250 Ded

Description of Location/Vehicles/Special Items

Scheduled autos only

1998 DODGE RAM 3500 3B6MF3666WM286184

Comprehensive	$2,500 Ded
Collision	$2,500 Ded
Roadside Assistance	Selected w/$0 Ded
Medical Payments	$5,000 each person

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NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

Supplemental Conditions for Clean Water State Revolving Fund

Project: City of Santa Fe, CWSRF EQ 088, Arroyo de los Chamisos Urban Trail Repair

Contract Language and Certifications for Insert into Bid Specifications
Contract language is to be inserted verbatim into all construction contracts funded by the New Mexico Clean Water State Revolving Fund.

ALL GOVERNMENTAL PROJECTS		
Federal Requirement		
Contract Provision		
C1	Anti-Discrimination Laws (Super Cross-Cutters)	
C10	US EPA Office of the Inspector General Posting	

EQUIVALENCY PROJECTS		
Federal Requirement		
Contract Provision		
C4	Disadvantaged Business Enterprise Contract Provisions	
C5	Prohibition on Telecomm Contract Provisions	
C11	Public Awareness (Signage) Contract Provisions	
Forms		**Submit Completed Form to NMED**
Form C1	Certification of Non-Segregated Facilities (To be submitted by each bidder)	x
Form C2	Certification Regarding Debarment and Suspension (To be submitted by each bidder)	x
Form C7	Disadvantaged Business Enterprise Good Faith Efforts Checklist (To be submitted by each bidder)	x

Contractors and Subcontractors are required to comply with the following provisions:

CIVIL RIGHTS ACT OF 1964
The Contractor and any subcontractors shall not, on the grounds of race, color, or national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination, any person under any program or activity receiving federal financial assistance.

SECTION 13 of PL 92-500; UNDER THE FEDERAL WATER POLLUTION CONTROL ACT; REHABILITATION ACT OF 1973; PL 93-112, AND AGE DISCRIMINATION ACT OF 1975
The Contractor and any subcontractors shall not on the grounds of race, color, national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person under any program or activity funded in whole or in part with Federal funds. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

The US Environmental Protection Agency requires that contracts exceeding $1,000,000 prominently display the Office of the Inspector General Hotline poster within contractor work areas and facilities where work is performed.

Posters may be obtained at:

https://www.epa.gov/office-inspector-general/poster-report-fraud-waste-and-abuse-epa-oig-hotline

The following clause must be inserted into all construction contracts for CWSRF Equivalency and Grant projects.

General Compliance (40 CFR Part 33).
The CONTRACTOR shall comply with the requirements of the Environmental Protection Agency's Program for Participation by Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Note: EPA accepts DBE certifications from the following entities:

- The Small Business Administration (SBA) (both SBA 8(a) Program certifications and SBA Small Disadvantaged Business (SDB) Program self-certifications);
- The Department of Transportation's (DOT) state implemented DBE Certification Program (with U.S. citizenship) (New Mexico's Certified Disadvantaged Business Enterprise Directory may be found online at https://nmdotstar.com/links/);
- Tribal, State and local governments, as long as their standards for certification meet or exceed EPA's; and
- Independent private organization certifications as long as their standards for certification meet or exceed EPA's.

APPENDIX A: Non-discrimination Provision (40 CFR Appendix A to Part 33).
The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Contract Administration Requirements

The CONTRACTOR must adhere to the following:

1. Pay subcontractor(s) for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
2. Notify the SRF assistance recipient in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor.
3. Employ the six good faith efforts described in §33.301 in procurement of goods and services.
4. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts described in §33.301 if soliciting a replacement subcontractor.
5. Ensure that each procurement contract it awards contains the term and condition specified in APPENDIX A (40 CFR Appendix A to Part 33) concerning compliance with the requirements of this part.
6. Ensure that the term and condition in APPENDIX A (40 CFR Appendix A to Part 33) is included in each procurement contract awarded by an entity receiving an identified loan under a financial assistance agreement to capitalize a revolving loan fund.

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The CONTRACTOR agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The CONTRACTOR shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. New Mexico's Certified Disadvantaged Business Enterprise Directory may be found online at https://nmdotstar.com/links/

2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

The following clause must be inserted into all construction contracts for CWSRF Equivalency or Grant projects.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The CONTRACTOR shall comply with 2 CFR 200.216, which prohibits the use of loan or grant funds to procure or use certain telecommunication and video surveillance services or equipment either:

1. produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hilkvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of such entities; or
2. provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a covered foreign county.

Entities on the excluded parties list can be found in the System for Award Management (www.sam.gov). This prohibition cannot be waived. See Public Law 115-232, section 889 for additional information.

Recipients of CWSRF financial assistance for projects identified as Equivalency Projects are required to comply with the policy described below.

Signage to Increase Public Awareness

For Clean Water State Revolving Fund
(CWSRF) Projects

On June 3, 2015, the United States Environmental Protection Agency (EPA) issued a memorandum that introduced new guidelines with the purpose of increasing public awareness of EPA assistance nationwide. The EPA "Signage Requirement" applies to CWSRF projects that have been selected to meet the federal requirements ("equivalency" projects). Costs to comply with the signage requirement are eligible expenses under the CWSRF assistance agreement.

What follows are some suggested methods that communities can use to increase awareness of the funding source for CWSRF projects.

1. **Standard Signage:** Use of a traditional sign that includes the name of the facility, project, and community; project cost; the NMED logo; and the EPA logo (see Attachment). This option should be selected for projects where the sign would be easily visible, such as near a major road or thoroughfare or where the facility is in a location where this would effectively publicize the project.

2. **Posters or Brochures:** The poster should be visible at the facility or community offices and should include the name of the facility, project, and community; brief description of the project; a brief description of the water quality benefits the project will achieve; the NMED logo; and that the project is wholly or partially funded with EPA funding. If a brochure is used, it could be included in a standard mailing or be available at community offices, public libraries, community centers, or court house. This option may be more appropriate for projects located in rural areas.

3. **Newsletter, Periodical, or Press Release:** For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects may be advertised in a community newsletter or similar periodical. The newsletter, periodical, or press release should contain the name of the facility, project, and community; the NMED logo; that the project is wholly or partially funded with EPA funding; a brief description of the project; and a brief description of the water quality benefits to be achieved.

4. **Insert or Pamphlet in Water/Sewer Bill:** This approach would effectively publicize the project to those individuals directly benefiting from the project. The insert or pamphlet should include the name of the facility, project, and community; the NMED logo; that the project is wholly or partially funded with EPA funding; a brief description of the project; and a brief listing of water quality benefits that will be achieved. A sample insert is attached.

5. **Online and Social Media Publicity:** Many communities are increasingly finding that the online forum is the most cost-effective approach to publicize their programs and reach a broad audience of stakeholders. Online publicity may appear on the town, community, or facility website if available. Social media sites such as Facebook or Twitter can also be used. This option could be a more cost-effective option than traditional signs or print media. In the case of some projects, such as nonpoint source projects, there might be additional opportunities for online publicity through partner agencies or organizations. When using this option, the online notice should include the name of the facility, project, and community; the NMED logo; that the project was wholly or partially funded with EPA funding; and a brief description of the project and water quality benefits that will be achieved.

Below is sample language that communities may use in any of the above options:

> *Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the [Clean Water/Drinking Water] State Revolving Fund. The [CWSRF/DWSRF] program is administered by the New Mexico Environment Department with joint funding from the U.S. Environmental Protection Agency and the State of New Mexico. This project will [description of project] and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near [name of town, city, and/or water body or watershed to benefit from the project]. [CWSRF/DWSRF] programs operate around the country to provide states and communities the resources necessary to maintain and improve the infrastructure that protects our valuable water resources nationwide.*

If a community chooses to use any of the above signage options, the costs associated with those activities are eligible for CWSRF or DWRF funding. Ideally, a cost estimate should be included with the Project Plan, and final cost documentation should be submitted with the Part II Application. Communities are encouraged to consider the costs and benefit of each of these options and which would be the most effective in their area. Be sure to provide a hard copy of the selected signage option to the Construction Programs Bureau office for documentation. If a sign, poster, or online publicity method is being, used please send a Word or PDF copy.

How to Acquire the EPA and NMED Logos

Attached you will find an electronic copy of the EPA logo (If you need a higher resolution/quality EPA logo, please contact our office). You may use the EPA logo for your signage needs, but be sure to comply with the attached EPA Logo and Seal Specifications memo. Also attached is an electronic copy of the NMED logo. Please only use these files for your CWSRF or DWSRF signage purposes, any other uses are not permitted.

If you have any questions about this policy or use of the logos you may contact NMED at (505) 469-3365.

This publication is intended for guidance only and may be impacted by changes in legislation, rules, policies, and procedures adopted after the date of publication. Although this publication makes every effort to teach users how to meet applicable compliance obligations, use of this publication does not constitute the rendering of legal advice.

United States
Environmental Protection
Agency

EPA LOGO & SEAL SPECIFICATIONS FOR SIGNAGE PRODUCED BY EPA ASSISTANCE AGREEMENT RECIPIENTS

EPA's logo is a two-leaved flower, without stem, accompanied by the Agency's initials to the right. The EPA logo is the primary identifier for use on construction grant signage. Assistance agreement recipients are not required to receive EPA approval to use the EPA logo when used in accordance with the terms and conditions of their assistance agreement award.

The official seal of EPA is circular and is comprised of the two-leaved flower, with stem, encircled by the title UNITED STATES ENVIRONMENTAL PROTECTION AGENCY. The EPA seal may be used only when official comparable seals are used and the recipient has received prior written EPA approval.

It is important that the EPA logo and seal always be reproduced with consistent high quality. The seal and logo must remain intact and unchanged (for example, don't use the flower from the seal by itself). The logo and seal may only be displayed using either the standard color scheme or a single color that complements the background where it appears.

COLOR AND SPACING

- The entire logo and seal must appear in black, gray, or any uniform color or knock out white on a dark background. The flower and text may not be different colors. The flower itself may not contain more than one color. The seal can be monotone or full color, based on the rest of the seals that it's placed with.
- The relationship between the flower portion of the logo and Helvetica type should never be shifted or adjusted.

PMS 362

PMS 660

Process Black at 70%

Process Black 100%

Knock out on a dark color

PREFERRED USE

Use the preferred presentation of the logo on products that do not have enough space for the full logo with text. It may also be used in the presence of other logos.

SIZE AND LOGO WITH OTHER LOGOS

It's important that all parts of the EPA logo be readable. The EPA logo should not be reproduced at sizes any smaller than 1.0" height on a sign. There are no maximum size restrictions as long as the clear space requirements are met. The logo should be made the same relative size as the other logos on the signage.

1.0"

MTA Maryland

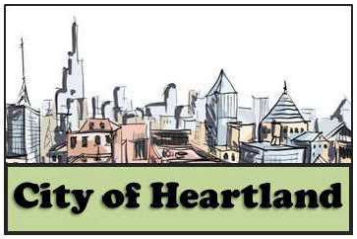
NJ TRANSIT The Way To Go.

SIZE AND SEAL WITH OTHER SEALS

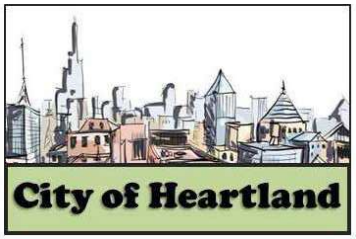
When there are multiple state or Federal seals/circular logos, the use of the EPA seal is appropriate with prior written EPA approval. The EPA seal should be the same size as the seals that accompany it and should be a minimum of 3 inches in height.

IMPROPER LOGO USAGE

SAMPLE INSERT for Water/Sewer Bill



You may have noticed some construction activity around town! We are currently making improvements to the Heartland Wastewater Treatment Plan located at 100 Heartland Drive. Improvements include the installation of a new pump and clarifier basin improvements. These improvements are being made so that we can continue to treat Heartland's wastewater and maintain the quality of the water that is discharged into Heart River. This project is financed using state and federal funding from the New Mexico Environment Department and the U.S, Environmental Protection Agency. If you have any questions you can contact the city at 111-123-4567.



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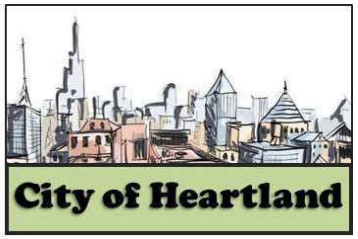

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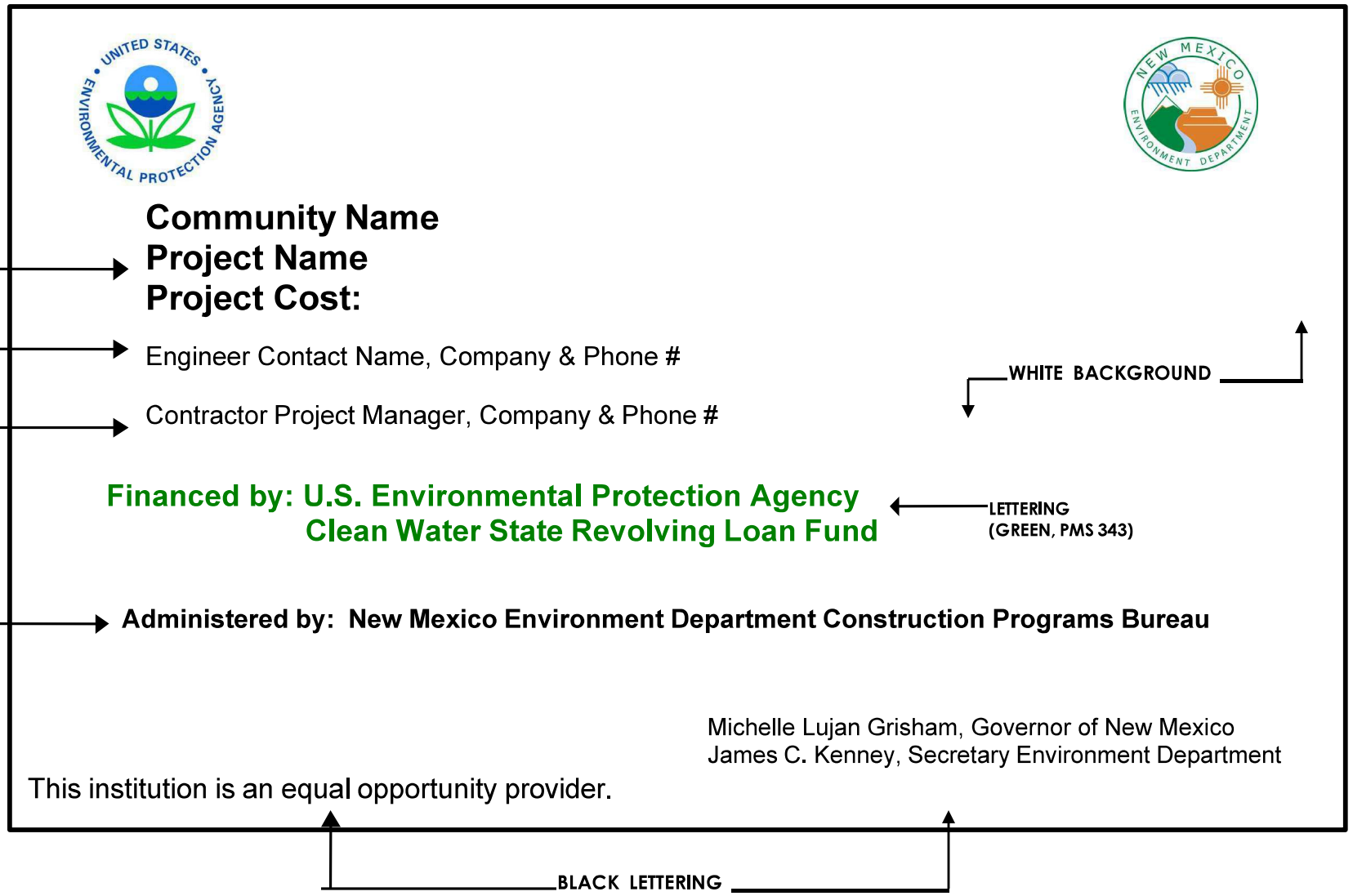
NEW MEXICO
ENVIRONMENT DEPARTMENT

EXAMPLE PROJECT SIGN FOR CWSRF FUNDED PROJECTS



SIGN DIMENSIONS: 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x ¾")
PLYWOOD PANEL (APA RATED A-B GRADE–EXTERIOR)

	U.S. Environmental Protection Agency Certification of Non-Segregated Facilities	Form #C1

SRF Project Number: FY26-Const. ITB-029
Project Name: Arroyo de los Chamisos Urban Trail Repair
Assistance Recipient: City of Santa Fe

(Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing Federally assisted construction contracts, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national original, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Eric Biderman Digitally signed by Eric Biderman Date: 2025.12.16 17:15:18 -07'00' 12/16/25

Signature of Authorized Representative Date

Eric Biderman, owner

Name and Title of Authorized Representative

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
EPA-7 5720-4.2

	Debarments and Suspensions	Form #C2

The Contractor is required to sign this form and return it to the Assistance Recipient for any CWSRF Equivalency or Grant-Funded project. In addition, the Contractor must require any Sub-Contractor for contracts $25,000 and above to sign and return this form to the Contractor.

SRF Project Number: FY26-Const. ITB-029
Project Name: Arroyo de los Chamisos Urban Trail Repair
Assistance Recipient: City of Santa Fe

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: https:// www.sam.gov/SAM/. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the DNR to be a non-responsive bidder and will not be able to receive SRF funding.

United States Environmental Protection Agency Washington, DC 20460
Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Eric Biderman 12/16/25

Signature of Authorized Representative — Date

Eric Biderman, owner

Name and Title of Authorized Representative

☐ I am unable to certify to the above statements. My explanation is attached.

Instructions

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a federal program, or a sub-agreement thereunder for $25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where to Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington DC 20460
(Telephone: 202-475-8025)

EPA Form 5700-19 (11-88)

	Disadvantaged Business Enterprise Good Faith Efforts Checklist	Form #C7

This form and Good Faith Efforts Checklist must be completed and signed by the Prime Contractor ***when hiring a subcontractor*** and must be submitted to the project owner (SRF assistance recipient).

Disadvantaged Business Enterprise (DBE) Solicitation Good-Faith Efforts

The Six Good Faith Efforts are required methods employed by all EPA financial assistance agreement recipients to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to compete for contracts and subcontracts funded by EPA financial assistance dollars.

Prime Contractor's DBE requirements for SRF projects include:

- Taking affirmative steps for DBE participation
- Maintaining documentation of these affirmative steps

PROJECT INFORMATION

SRF Project Number:	FY26 Const. ITB-029
SRF Project Name:	Arroyo de los Chamisos Urban Trail Repair
Assistance Recipient:	City of Santa Fe
Prime Contractor:	Gordo LLC
Address of Prime Contractor:	1890 Camino Calvario, Santa Fe, NM 87507
Name & Title of Prime Contractor's Authorized Representative	Eric Biderman, owner
Signature of Authorized Representative:	Eric Biderman
Check if Prime Contractor is: ☐ **Minority-Owned** ☐ **Women-Owned**	

Note: New Mexico's Certified Disadvantaged Business Enterprise Directory may be found online at https://nmdotstar.com/links/

In addition, NMED also accepts DBE certifications from the following entities:

- The Small Business Administration (SBA) (both SBA 8(a) Program certifications and SBA Small Disadvantaged Business (SDB) Program self-certifications);
- The Department of Transportation's (DOT) state implemented DBE Certification Program (with U.S. citizenship)
- Tribal, State and local governments, as long as their standards for certification meet or exceed EPA's; and
- Independent private organization certifications as long as their standards for certification meet or exceed EPA's.

GOOD FAITH EFFORTS CHECKLIST

Please complete the checklist when soliciting subcontractors for the SRF Project noted above to determine if you have complied with the requirement to make good faith efforts to ensure that certified Disadvantaged Business Enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidders/offerors must make good faith efforts prior to submission of bids/proposals.

1. Did you ensure that DBEs are made aware of subcontracting opportunities to the fullest extent practicable through outreach and recruitment activities? [x] Yes [ ] No

2. Did you make information on forthcoming opportunities available to DBEs and arrange time frames for subcontracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process? This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date. [x] Yes [ ] No

3. Did you consider in the subcontracting process whether firms competing for large sub-contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. [x] Yes [ ] No

4. Did you encourage subcontracting with a consortium of DBEs when a subcontract is too large for one of these firms to handle individually? [x] Yes [ ] No

5. Did you use the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to identify potential subcontractors? [x] Yes [ ] No

6. List the potential DBE subcontractors that were contacted.

Name	How Contacted (e.g. letter, phone call, fax, e-mail)	Response (e.g. did not respond, not interested, not competitive)
Renee Roybal	phone, and email	NMDOT is redoing the entire DBE program based on new federal rules
Frank's supply	phone	gave a price for equipment
Southwest landscape	phone	not competitive
Montanos	phone	does not have material

CONTRACT ADMINISTRATION PROVISIONS

Several contract provisions are required to prevent unfair practices that adversely affect DBEs. These include:

1. Prime Contractor must pay its Subcontractor for satisfactory performance no more than 30 days from the Prime Contractor's receipt of payment from the SRF loan recipient.

2. Prime Contractor must notify the SRF loan recipient in writing prior to termination of a DBE subcontractor for convenience.

3. Prime Contractor must employ the six Good Faith Efforts to solicit a replacement subcontractor if a DBE subcontractor fails to complete work under a subcontract for any reason.

From: Matt Loehman
To: JORDY, CLAIRE S.
Subject: Re: Horizons Determination - Arroyo Chamisos Urban Trail Repair
Date: Saturday, January 10, 2026 11:33:24 AM
Attachments: image001.png
image001.png

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,

We will respectfully decline this opportunity.

Thank you,

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

On Fri, Jan 9, 2026, 4:10 PM JORDY, CLAIRE S. <csjordy@santafenm.gov> wrote:

> To whom it may concern,
>
> We are curious if Horizons is interested in the following work:
>
> Construction of: Arroyo de los Chamisos Urban Trail Repair
>
> Location: City of Santa Fe
>
> Prepared For: Inclusion in Project Specifications / Bid Documents

Scope of Work

Construction will consist of removal and reconstruction activities to mitigate erosion along the

Arroyo de los Chamisos Trail. The work includes removal of deteriorated infrastructure, regrading,

drainage, and outfall protection improvements, erosion control implementation, and final trail

restoration.

The scope of work for construction will include, but is not limited to

- Onsite Meetings with the Engineer of Record
- Site Preparation
- Removal & Demolition
- Earthwork & Grading
- Drainage & Outfall Protection
- Trail Construction & Paving
- Erosion Control & Site Restoration
- Traffic Control
- Mobilization, Demobilization & Final Cleanup

Thank you,

Claire Jordy

Project Manager II

River and Watershed Section

City of Santa Fe

phone: 505-469-8849

email: csjordy@santafenm.gov

CITY OF SANTA FE
RIVER & WATERSHED

From: DUTTON-LEYDA, TRAVIS K.
To: GALLEGOS, JAMES; Purchasing DET
Cc: ISAACSON, ZOE R.; JORDY, CLAIRE S.
Subject: Re: Request for determination for the Arroyo de Los Chamisos Urban Trail Repair
Date: Tuesday, September 16, 2025 10:22:48 AM
Attachments: image001.png
Outlook-l5ybs0rf.png
Outlook-Chart. tex

Greetings,

Based on the information provided, the scope of work is classified as **Construction**. This determination is made solely for the purpose of addressing the classification question and does not constitute a comprehensive review of the scope or the procurement method's compliance with all applicable legal or regulatory requirements.

This determination is subject to change if the scope of work is modified from the original submission.

The procurement process must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe's Procurement Manual
- Central Purchasing procedures
- Applicable state statutes
- Requirements of the New Mexico Department of Workforce Solutions, if applicable

Please note:

- Save this email as a PDF and upload it into the corresponding Munis record(s).
- 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: klmorgan@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.
- 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, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

- < $20k per year, one quote is acceptable.

- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.

- **Identify your funding source and notify Purchasing.**
It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.

- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.

    - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)

- Submit via **Submit Purchase Requests** or the appropriate email address:

    - Determination requests to purchasing_det@santafenm.gov

    - 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, City of Santa Fe Chief Procurement Officer

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://santafenm.munisselfservice.com/vss/

[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: GALLEGOS, JAMES <jgallegos1@santafenm.gov>
Sent: Tuesday, September 16, 2025 8:40 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: ISAACSON, ZOE R. <zrisaacson@santafenm.gov>; JORDY, CLAIRE S. <csjordy@santafenm.gov>
Subject: Request for determination for the Arroyo de Los Chamisos Urban Trail Repair

To whom it may concern,
We are curious if Horizons is interested in the following work:
Construction of: Arroyo de los Chamisos Urban Trail Repair
Location: City of Santa Fe
Prepared For: Inclusion in Project Specifications / Bid Documents

Scope of Work
Construction will consist of removal and reconstruction activities to mitigate erosion along the Arroyo de los Chamisos Trail. The work includes removal of deteriorated infrastructure, regrading, drainage, and outfall protection improvements, erosion control implementation, and final trail restoration.
The scope of work for construction will include, but is not limited to

- Onsite Meetings with the Engineer of Record
- Site Preparation
- Removal & Demolition
- Earthwork & Grading
- Drainage & Outfall Protection
- Trail Construction & Paving
- Erosion Control & Site Restoration
- Traffic Control
- Mobilization, Demobilization & Final Cleanup

Thank you,

Jimmie Gallegos
River & Watershed
Stormwater Inspector
Jgallegos1@santafenm.gov
Office: 505-955-2133
Cell: 505-316-4697

CITY OF SANTA FE
RIVER & WATERSHED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2025

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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (855) 222-5919 **FAX (A/C, No):** **E-MAIL ADDRESS:** support@nextinsurance.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Next Insurance US Company / 16285
INSURED Gordo LLC 1890 Camino Calvario Santa Fe, NM 87507	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 440960506 **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		NXTFH3PYKF-00-GL	11/20/2025	11/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $10,000.00 $1,000,000.00 $1,000,000.00 $1,000,000.00 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X		NXTFH3PYKF-00-GL	11/20/2025	11/20/2026	EACH OCCURRENCE AGGREGATE $	$ 1,000,000.00 $ 1,000,000.00 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [ ] **(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	Contractors Errors and Omissions	X		NXTFH3PYKF-00-GL	11/20/2025	11/20/2026	Each Occurrence: Aggregate:	$10,000.00 $20,000.00

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

The Certificate Holder is City of Santa Fe. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

LIVE CERTIFICATE

Click or scan to view

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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License Number: 238023

License Details | Tab Elements | Main Menu

License Details

License Type:	Out of Jurisdiction Contractor - General Renewable	**District:**	Default	**Applied Date:**	09/02/2025
Period Start Date:	09/03/2025				
Status:	Renewed			**Expiration Date:**	09/03/2026

Business | Locations | Fees | Attachments | Contacts | More Info

Business | Next Tab | License Details | Main Menu

Business

Company Name:	Gordo LLC	**DBA:**		**Open Date:**	
Company Type:	Limited Liability Company	**Status:**	Active	**Closed Date:**	
District:	Default			**Last Audit Date:**	
Location:	Residential				
Description:	Construction contractor				

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 / River & Watershed	1/12/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Arroyo Chamisos Urban Trail Repair	2310411	572970	PTW2623100	643,159	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Clean Water State Revolving Fund 088	2310411	490190	PTW2623100	(643,159)	
				$ -	$ -

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

Loan # CWSRF 088 to construct (700C) - Arroyo de los Chamisos Urban Trail Repair. This project is a repair and improvement of existing stormwater infrastructure in the arroyo, as well as the failing Arroyo Chamisos Urban Trail.

This project is the third project to utilize Clean Water State Revolving Fund Loan 088

{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 #:

Zoe Isaacson	1/12/2026	Andy Hopkins	02/10/2026
Prepared By *{print name}*	Date	Budget Officer	Date
Carol Swenson	Feb 10, 2026		
Business Operations Manager	Date	Finance Director *{≤ $5,000}*	Date
Timothy Farrell	Feb 10, 2026		
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

Signature: Zoe Isaacson

Email: zrisaacson@santafenm.gov

Signature: Melissa McDonald

Email: mamcdonald@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: January 21, 2026

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

From: Scott Ouderkirk, Interim Fire Chief SCOTT OUDERKIRK

Via: Mario Risso, Assistant Fire Chief MARIO RISSO

Subject: Software Agreement for Electronic Reporting Software

Vendor Name: Image Trend

Munis Vendor Number: 9260

ITEM AND ISSUE:

Fire Department respectfully requests your review and approval of a General Services Contract / Software Agreement. The total compensation for this Contract, including GRT, shall not exceed four hundred six thousand six hundred fifty-eight dollars and forty-nine cents ($406,658.49) for call reporting software for a term of four years with Image Trend, Inc.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260270.

BACKGROUND AND SUMMARY:

Data capture and records management is crucial for the Santa Fe Fire Department (SFFD) for clinical, compliance, financial, evaluations, legal and business operations reasons. We have utilized this software for the past four years. This request will establish a new contract extending our relationship for another four-year term. The Image Trend software platform allows SFFD to improve data workflow and ability to access and organize department data.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Administration/ 1002001

Munis Object Name/Number: Software Subscriptions/ 530710

Budget Officer / Designee: Andy Hopkins **Date:** 02/10/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

Sole Source #60-M0087-25-CP564

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 02/10/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
Procurement document: Sole Source Determination
Vendor's Quote
Certificate of Liability Insurance (COI)
General Services Contract

Signature: MARIO RISSO (Jan 21, 2026 11:21:41 MST)

Email: mdrisso@santafenm.gov

Signature: SCOTT OUDERKIRK (Jan 21, 2026 11:22:47 MST)

Email: slouderkirk@santafenm.gov

Services Offered to the City of Santa Fe (FY26)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

Back to All Requests

Documentation software for emergency response calls

2026-453-Request

Status:	Amount:	Items:	Last Action:
Closed	**$406,658.49**	**1**	**Final Approval Received**

Actions

Fully Approved

Approved On
1/21/2026

SOLE SOURCE REQUEST AND DETERMINATION

Name of Request
Documentation software for emergency response calls

Created On
12/10/2025

Summary of Request
Fire Department respectfully requests your review and approval of a General Services Contract Software Agreement in the total amount of $406,658.49, including gross receipt tax, for call reporting software for a term of four years with Image Trend, Inc.

Background
Data capture and records management is crucial for the Santa Fe Fire Department (SFFD) for clinical, compliance, financial, evaluations, legal and business operations reasons. We have utilized this software for the past four years. This request will establish a new contract extending our relationship for another four-year term. The Image Trend software platform allows SFFD improved data workflow and ability to access and organize department data.

No Category Codes

Requestor
TC Toniette Candelaria Martinez

Approval Group
Fire

Creator
TC Toniette Candelaria Martinez

Desired Delivery Date
12/10/2025

Fiscal Year
FY26

Purchase Details

Line	Description	Total
1	Software Maintenance and Support Services records management system for SFFD Operations. (Yr 1 of 4)	$406,658.49

Sub Total	$406,658.49
Tax (8.19%)	N/A
Grand Total	**$406,658.49**

Vendor Selection

Vendor

ImageTrend, LLC
1305 Corporate Center Dr, Ste 500, Eagan MN 55121
www.imagetrend.com

Vendor Contact

Michael McBrady
proposals@imagetrend.com

Vendor Number

9260

Delivery Code

FOB Destination

Payment Terms

Net 30

Additional Vendor Notes (Optional) Internal
Attn: Legal Department and/or Kayla Kimmes

Sole Source Assessment

Date of Submission:
12/10/2025

Department Contact:
Toniette Candelaria Martinez

Email:
tocandelariamartinez@santafenm.gov

Phone Number
505-955-3109

Quantity of the Goods or Service
4 years

Type of Good or Service
Services

Justification
Unique Expertise

Explain the Purpose/Need of the Purchase
Scope of Work
A. The Contractor shall perform the following work and as described in Exhibit "A" attached hereto: The Scope of Work is broken into three categories: I.) Front End and Data Capture, 2.) Back End and Data Organization, Storage and Analysis and 3.) Compliance and Interface. IT support, troubleshooting, and customer service are expected to be ongoing throughout time of contract. Unless otherwise stated, the system, software, data, and interfaces must be created prior to "go-live" date of January 1, 2022 and maintained throughout the duration of the contract.

Front End and Data Capture
These features allow front end users to easily create accurate incident records. Contractor will:
• User-friendly front end: Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
o EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
o MIH: create records-capture capability for prevention, response and follow up operations.
o FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
o RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims.
• Uptime: Guarantee 99.5% uptime 24/7/365
• Record transfer: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
• Property inspections: Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence

• Online user capacity: Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if
it's limited).
• Training: Within the first year of contract, provide transition/roll out training.
o Training includes two trips/six onsite days (3 days per trip) and eight webinar sessions (each session is two hours in length).
• Optical character recognition: Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance
cards, etc.
• Location pin: CAD latitude and longitude data can be populated in the incident fields so long as the City's CAD Contractor collects and sends the data to Contractor. If the coordinates are not populated from CAD, a user can "Set Scene GPS coordinates" within the ePCR that will populate the location of the device at the time the field button is selected within the record to "pin" a location based on the device's geolocation (to correct a CAD error, specify a patient or incident location, etc.).

Back End and Data Organization, Storage and Analysis
These features, used primarily by system administrators, organize and store our data. Contractor will:
• User-friendly back end: Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
o Deliver a platfonn which is customized to meet all administrative requirements including:
■ All sections will have architecture that:
• Is user-friendly;
• Allows customization of data fields;
• Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;
• Allows customization of workflow of records for QA and billing function;
• Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
• Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
• Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records).
■ EMS section:
• Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
• Create custom reports as needed by SFFD staff.
■ MIH section:
• Closed-call rules for prevention, response and follow up operations;
• Create custom reports as needed by SFFD staff.
■ FP section:
• Validation rules for plan review, fire inspections, certificates of compliance and investigations;
• Create custom reports as needed by SFFD staff.
■ RMS section:
• Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims;
• Create custom reports as needed by SFFD staff.
• IT support: supply on-call technical support as needed for users and administrators pursuant to the Service Level Agreement attached as Exhibit A and incorporated herein by reference.

• Dashboards: Provide customizable dashboards for administrators and managers.
• Flags: Create automatically-generated, real-time alerts and notifications based on specified triggers (to frontend users and to administrators).
• Longitudinal data: Provide longitudinal organization ofrecords by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
Probabilistic matching: Provide functionality which allows front end users to select a particular individual from all patient care records through fields including but not limited to: first name, last name, patient address and social security number (complete or "last four") and which then downloads fields associated with that patient from past incident data including but not limited to: demographics, medical history, medications and allergies, billing information, practitioner information, vital signs, impressions, symptoms, device images and more. Also provide functionality solely within the Community Health module which allows administrators to lock a "master patient record" with certain information which can be added to but cannot be deleted or changed by a field provider. Also provide functionality to remove unwanted or duplicate entries and merge records of repeat patients manually when necessary by a user, with permission, within Elite Repeat Patient.
• Host data: Be able to host server and data or work with Microsoft Windows Hypervisor to ensure that current host is able to continue hosting.
• Training: Within the first year of the contract, provide transition/roll out training.
o Training includes two trips/six onsite days (3 days per trip) and eight webinar sessions (each session is two hours in length).
• Data migration: Migrate historical records into new platform:
o By December 31, 2021, migration of legacy ePCR incidents in a compliant NEMSIS V3 xml format and legacy fire incident data in the standard NFIRS text file format.

Compliance and Interface
These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Contractor will:
• Messaging: Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users.
Records referenced in the messaging should be easily accessible from message conversation (this spans front and back-end users, as it describes communication between the two groups).
• Referrals: Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
• Alerts: Facilitate bidirectional infonnation sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with _ on _. Please contact_" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
• PSAP: Create and maintain interface with PSAP
o PCR fields should autofill from CAD wherever appropriate.
o Integrate data with CAD Contractors via a direct web service, file type, or query type. An EMS or Fire CAD incident view is visible in the website to users.
• Staffing Software: Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
• Billing: Create interface with billing company
• HIPAA/HITECH: Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH) for Electronic Health Records
• NMEMSTARS/NEMSIS: Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
• HL7: Maintain compatibility with HL7 for EMS and MIH records.
• Cardiac Monitor: Create interface with cardiac monitors
o Interface with Physio, Zoll and Philips monitors. EKG information, including the waveform graphic, can be transmitted to the PCR and data is incorporated into the correct fields in the run form. The six second strips and 12-leads are created as PDF attachments. The strips can be printed with the PCR, if desired. EKG data transmission will be accomplished using Bluetooth, cable, or internet, depending upon EKG and device capabilities.

• IBC/IFC: Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records.
• NFPA: Create an interface to quickly access NFPA standards related to IFC and IBC.
• Training and Record-Keeping Software: Ability to interface with Target Solutions
• Airtraq: Ability to upload video files from AirTraq intubations to application and ability to attach PDFs, JPEGs, MOVs, MP4s, PNG, JPGs etc. to individual ePCRs
• LifeNet: Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

Conversion:
To Contract

Term of Contract (Sole Source)
4 years

Department Criteria:
This procurement ensures the department continues to meet its operational, safety, and compliance obligations effectively and efficiently without interruption. Data capture and records management is crucial for the Santa Fe Fire Department (SFFD) for clinical, compliance, financial, evaluations, legal and business operations reasons. We have utilized this software for the past four years. This request will establish a new contract extending our relationship for another four-year term. The Image Trend software platform allows SFFD improved data workflow and ability to access and organize department data.

Vendor Name
ImageTrend, LLC

Vendor's Address
1305 Corporate Center Drive, Suite 500, Eagan, NM 55121

Assessment of Vendor's Exclusive Qualifications:
The software supports the operational, administrative, and regulatory needs of the department and ensures accurate and efficient data capture during emergency incidents.

The selected software is uniquely capable of fulfilling the department's needs due to the following essential features and capabilities that are not available as a complete package from any other vendor:
• User-Friendly Interface: The platform provides an intuitive and accessible interface, reducing training time and ensuring rapid adoption by field personnel under high-stress emergency conditions.
• Customizable Forms and Parameters: The system allows department administrators to create, modify, and configure forms used in incident documentation. This includes the ability to set and enforce parameters for closed call rules, ensuring compliance and completeness of records.
• Customizable Quality Assurance Module: The software includes a fully integrated QA module that can be tailored to reflect department-specific standards, workflows, and review processes. This ensures effective tracking and improvement of documentation and response quality.
• Integrated Firefighting and Prevention Modules: The platform combines modules for all hazards emergency response and fire prevention, allowing a single system to manage incident reporting, hydrant inspections, pre-fire planning, code enforcement, and public education activities. This eliminates the need for multiple systems and ensures comprehensive data continuity.
• Interoperability with Third-Party Platforms: The system is engineered for seamless integration with external IT platforms such as CAD (Computer-Aided Dispatch), RMS (Records Management Systems), and state-level reporting databases. This ensures streamlined operations and data sharing across systems.

Explanation of Unsuitable Alternatives
While other systems offer partial capabilities, none were found to provide the full suite of required features in a single platform with the same degree of customization, ease of use, and interoperability.

Additionally, transitioning to another vendor would result in:
• Significant retraining and operational disruption.
• Loss of historical data integrity or the need for costly data migration.
• Increased costs due to system fragmentation and third-party integrations.

Other vendors do not offer the combination of fully customizable forms, QA tools, and integrated modules specifically tailored for fire service operations, making this a proprietary solution.

Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126

- There is only one source for the required service, construction, or item of tangible personal property.

Place checkmarks to affirm you agree and have included these documents

- The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.
- Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)
- If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.
- The requesting department has verified through Pavilion, internet searches, and other market research that these sources are not available from alternative vendors.

Attachments

Uploaded Documents

- Sante Fe Sole Source Letter 2025.pdf
- Exhibit B Quote-Q-14959v3-7-Aug-2025-21-7-39.docx
- 60-M0087-25-CP564 - 30 Days - GSD Email.pdf

Workflow Comments 2 Related 1

✔ **Request Submitted**

Created By

TC Toniette Candelaria Martinez

Submitted by Toniette Candelaria Martinez on 12/10/25 at 3:07pm

✔ **Director**

Approved

Director Review

BM Brian Moya

Approved by Brian Moya on 12/10/25 at 3:58pm

✔ **Procurement Analyst Review 1**

Approved

Procurement Analyst Senior

KM Kristy Miera

Approved by Kristy Miera on 12/11/25 at 1:41pm

✔ **CPO Review**

Approved

Chief Procurement Officer (CPO)

Travis Dutton-Leyda

Approved by Travis Dutton-Leyda on 12/16/25 at 10:56am

✔ **Procurement Analyst Posting**

Approved

Procurement Analyst Senior

July 17th 2025

Sten A Johnson
Assistant Chief – Support Services
City of Santa Fe Fire Department
200 Murales Rd.
Santa Fe, NM 87501
PH: 505-467-9799

Dear Sten A Johnson,

Thank you for your recent sole source inquiry. ImageTrend Elite™ is solely developed, produced, distributed and supported by ImageTrend, LLC. This product is copyrighted and trademarked. Only available from ImageTrend is our seamless integration with any of over 50 CAD vendors that we have worked with in the past. These CAD integrations allow for data to be directly imported into the Elite EMS run form, reducing data collection needs and human error.

The Elite solution offers drag and drop form template configuration available to manage system-wide, regionally or specific to agency's workflow, in addition, easy to create validation rules to meet state or agency documentation standards. The solution includes a proprietary Report Writer for usage and generation of standard and ad hoc reports by any level of system user within their reporting permission rights.

Additionally, ImageTrend Continuum®, our live near real-time data reporting solution for Elite, provides a live data feed populating Dashboards and Monitors that can be configured by you. This information is then displayed over maps and graphical overlays to give you an accurate representation of your organization at any given time. Elite and Continuum are only able to be connected to each other by ImageTrend Client Services.

This solution from ImageTrend, LLC. is based upon the unique modules and basic architectural features of the data management systems that have been designed by ImageTrend for many applications. The experience and input from our current users have collaboratively helped us to develop a commercial-off-the-shelf (COTS) solution and best practices exclusively for the EMS market.

ImageTrend is the only company to offer a fully integrated EMS/Fire solution compatible and data certified with NEMSIS v3, NFIRS, and NERIS that incorporates both mobile-device compatibility from the ground up, as well as the option to self-host the Elite system database in their own hosted environment. The Elite solution is scalable within one system to handle millions of incidents with thousands of users annually. Elite's unique security concept and enterprise design allow for multiple tiered, secure usage and views by individual services, regional groups and state entities all within one system.

As the sole source vendor of this software, we distribute on a use license basis and maintain beneficiary escrow accounts. All data obtained and maintained within the application is proprietary to and owned by the licensed user. ImageTrend does not distribute the source code to any other vendors or resellers and therefore development, modification or implementation of Elite and its modules and extensions can only be performed by ImageTrend, LLC.

Please feel free to contact us at 1-888-469-7789 if you need any further information.

Sincerely,

Joe Graw
Chief Growth Officer
Phone: (952) 469 - 1589

ImageTrend

1305 Corporate Center Drive, Suite 500, Eagan, MN 55121
Phone: (952) 469-1589 | Toll Free: (888) 469-7789

ORDER FORM

Prepared For:	Bill To:
Sten Johnson Santa Fe Fire Department (NM) 200 Murales RD PO Box 909, Santa Fe, New Mexico, United States, 87504 sajohnson@santafenm.gov	Santa Fe Fire Department (NM) 200 Murales RD PO Box 909, Santa Fe, New Mexico, United States, 87504

Salesperson	Quote Number	Order Form Date
Daniel Schultz Senior Customer Success Manager	Q-14959v3	Aug 7, 2025

Contract Effective Date	Contract Term (Months)
Jul 1, 2025	48

Description	Qty	Fee Type	Unit Price	Subscription Start Date	Subscription End Date	Total
Continuum® EMS Content Package	1	Recurring	$5,463.64	Jul 1, 2025	Jun 30, 2029	$5,463.64
Continuum®	1	Recurring	$6,556.36	Jul 1, 2025	Jun 30, 2029	$6,556.36
Staffing Solution Integration	1	Recurring	$5,463.64	Jul 1, 2025	Jun 30, 2029	$5,463.64
CAD Distribution	1	Recurring	$3,824.54	Jul 1, 2025	Jun 30, 2029	$3,824.54
Auto Billing Export - NEMSIS v3 Web Service	1	Recurring	$3,824.54	Jul 1, 2025	Jun 30, 2029	$3,824.54
Continuum® Fire Content Package	1	Recurring	$5,463.64	Jul 1, 2025	Jun 30, 2029	$5,463.64
Permits	1	Recurring	$5,463.64	Jul 1, 2025	Jun 30, 2029	$5,463.64
Standard Direct Messaging - EMS Agency	1	Recurring	$2,130.82	Jul 1, 2025	Jun 30, 2029	$2,130.82
Investigations	1	Recurring	$5,463.64	Jul 1, 2025	Jun 30, 2029	$5,463.64
Vault™ Records with Attachments	1	Recurring	$874.18	Jul 1, 2025	Jun 30, 2029	$874.18
Community Health™ Add-on	1	Recurring	$8,195.45	Jul 1, 2025	Jun 30, 2029	$8,195.45
Mobile Fire Inspections - SaaS	1	Recurring	$5,463.64	Jul 1, 2025	Jun 30, 2029	$5,463.64
Elite™ Rescue - SaaS	1	Recurring	$31,658.48	Jul 1, 2025	Jun 30, 2029	$31,658.48
					Total Net Price	**$89,846.21**

Total Year 1:	$89,846.21
Total Recurring:	$89,846.21
Total One time:	$0.00

Year Over Year Pricing

Item Name	YR 1 Cost	YR 1 Uplift	YR 2 Cost	YR 2 Uplift	YR 3 Cost	YR 3 Uplift	YR 4 Cost	YR 4 Uplift
Continuum® EMS Content Package	$5,463.64	3%	$5,627.55	3%	$5,796.38	3%	$5,970.27	3%
Continuum®	$6,556.36	3%	$6,753.05	3%	$6,955.64	3%	$7,164.31	3%
Staffing Solution Integration	$5,463.64	3%	$5,627.55	3%	$5,796.38	3%	$5,970.27	3%
CAD Distribution	$3,824.54	3%	$3,939.28	3%	$4,057.45	3%	$4,179.18	3%
Auto Billing Export - NEMSIS v3 Web Service	$3,824.54	3%	$3,939.28	3%	$4,057.45	3%	$4,179.18	3%
Continuum® Fire Content Package	$5,463.64	3%	$5,627.55	3%	$5,796.38	3%	$5,970.27	3%
Permits	$5,463.64	3%	$5,627.55	3%	$5,796.38	3%	$5,970.27	3%
Standard Direct Messaging - EMS Agency	$2,130.82	3%	$2,194.74	3%	$2,260.59	3%	$2,328.40	3%
Investigations	$5,463.64	3%	$5,627.55	3%	$5,796.38	3%	$5,970.27	3%
Vault™ Records with Attachments	$874.18	3%	$900.41	3%	$927.42	3%	$955.24	3%
Community Health™ Addon	$8,195.45	3%	$8,441.31	3%	$8,694.55	3%	$8,955.39	3%
Mobile Fire Inspections - SaaS	$5,463.64	3%	$5,627.55	3%	$5,796.38	3%	$5,970.27	3%
Elite™ Rescue - SaaS	$31,658.48	3%	$32,608.23	3%	$33,586.48	3%	$34,594.08	3%
			$92,541.60		$95,317.86		$98,177.40	

Incident Volume

Category	Incidents
Elite	2,107

This Order Form is subject to the terms of the Master Subscription Agreement located at http://www.imagetrend.com/legal/msa unless there is a separate agreement between Santa Fe Fire Department (NM) and ImageTrend.
This proposal is valid for 90 days from the date listed above.

Additional Terms:

- One-Time Fees will be due upon contract signature.
- Recurring fees will be invoiced annually in advance, beginning on the Effective Date, unless Customer provides notice of cancellation in accordance with the MSA, no less than sixty (60) days prior to the end of a Subscription Term.
- Payments are due 30 days after receipt of an invoice.
- Recurring fees are subject to price increases each year following the first year of the Subscription Term, and will not exceed 3%% of the then-current price in any given year.
- Any terms not defined herein shall have the same meaning as defined in the Master Subscription Agreement.
- The Subscription Term for any Services added by Customer after the beginning of the thencurrent Subscription Term will be coterminous with the then-current Subscription Term for existing Services.

ImageTrend	
Name	Jon Sachs
Title	Chief Financial Officer
Signature	
Date	

Santa Fe Fire Department (NM)	
Name	
Title	
Signature	
Date	

MIERA, KRISTY A.

From: GSD.SPDInfo@state.nm.us
Sent: Monday, January 19, 2026 12:01 AM
To: MIERA, KRISTY A.
Subject: Sole Source #60-M0087-25-CP564 - 30 Days

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.

Your Sole Source #**60-M0087-25-CP564** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does ***not*** mean your contractor can begin work. It ***only*** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

$ASSIGNEDNAME$

$ASSIGNEDEMAIL$

Item #: _____
Munis Contract #: 3260270
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

SOFTWARE AGREEMENT

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

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

C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.

D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

2. **Scope of Work**

The Contractor shall perform the following work:

The Scope of Work is broken into three categories: 1.) Front End and Data Capture, 2.) Back End and Data Organization, Storage and Analysis and 3.) Compliance and Interface. IT support, troubleshooting, and City service will be provided throughout term of the contract.

Front End and Data Capture

These features allow front end users to easily create accurate incident records. Contractor will:

- **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
    - Emergency Medical Services (EMS): create records-capture capability for EMS calls to capture state required New Mexico Emergency Medical Services Tracking and Reporting System (NMEMSTARS) and Federally-required National Emergency Medical Services Information System (NEMSIS) data fields, all fields required for

processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
    - Mobile Integrated Health (MIH): create records-capture capability for prevention, response and follow up operations.
    - Fire Prevention (FP): create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
    - Record Management System (RMS): create records-generating capability for incident capture including all Federally-required National Fire Incident Reporting System (NFIRS) and NFIRS replacement when activated National Emergency Response Information System (NERIS) data fields and all fields required for processing of incident (fire/recovery) billing claims.
- **Uptime:** Guarantee 99.5% uptime 24/7/365
- **Record transfer:** Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
- **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence
- **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited).
- **Training:** Within the first year of contract, provide transition/roll out training.
    - Training includes two trips/six onsite days (3 days per trip) and eight webinar sessions (each session is two hours in length).
- **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
- **Location pin:** CAD latitude and longitude data can be populated in the incident fields so long as the City's CAD Contractor collects and sends the data to Contractor. If the coordinates are not populated from CAD, a user can "Set Scene GPS coordinates" within the ePCR that will populate the location of the device at the time the field button is selected within the record to "pin" a location based on the device's geolocation (to correct a CAD error, specify a patient or incident location, etc.).

Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data. Contractor will:

- **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
    - Deliver a platform which is customized to meet all administrative requirements including:
        - All sections will have architecture that:
            - Is user-friendly;

Business Private

- Allows customization of data fields;
- Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS, NFIRS, and NERIS required data fields;
- Allows customization of workflow of records for QA and billing function;
- Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
- Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
- Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records).

■ EMS section:
- Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
- Create custom reports as needed by SFFD staff.

■ MIH section:
- Closed-call rules for prevention, response and follow up operations;
- Create custom reports as needed by SFFD staff.

■ FP section:
- Validation rules for plan review, fire inspections, certificates of compliance and investigations;
- Create custom reports as needed by SFFD staff.

■ RMS section:
- Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims;
- Create custom reports as needed by SFFD staff.

- **IT support:** supply on-call technical support as needed for users and administrators pursuant to the Service Level Agreement attached as Exhibit A and incorporated herein by reference.
- **Dashboards:** Provide customizable dashboards for administrators and managers.
- **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front- end users and to administrators).
- **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
- **Probabilistic matching:** Provide functionality which allows front end users to select a particular individual from all patient care records through fields including but not limited to: first name, last name, patient address and social security number (complete or "last four") and which then downloads fields associated with that patient from past incident data including but not limited to: demographics, medical history, medications and allergies, billing information,

practitioner information, vital signs, impressions, symptoms, device images and more. Also provide functionality solely within the Community Health module which allows administrators to lock a "master patient record" with certain information which can be added to but cannot be deleted or changed by a field provider. Also provide functionality to remove unwanted or duplicate entries and merge records of repeat patients manually when necessary by a user, with permission, within Elite Repeat Patient.

- **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure that current host is able to continue hosting.
- **Training:** Within the first year of the contract, provide transition/roll out training.
    - Training includes two trips/six onsite days (3 days per trip) and eight webinar sessions (each session is two hours in length).
- **Data migration:** Migrate historical records into new platform:
    - By December 31, 2021, migration of legacy ePCR incidents in a compliant NEMSIS V3 xml format and legacy fire incident data in the standard NFIRS text file format.

Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Contractor will:

- **Messaging:** Provide HIPAA-compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (this spans front and back-end users, as it describes communication between the two groups).
- **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
- **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with _on _. Please contact_" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
- **PSAP:** Create and maintain interface with PSAP
    - PCR fields should autofill from CAD wherever appropriate.
    - Integrate data with CAD Contractors via a direct web service, file type, or query type. An EMS or Fire CAD incident view is visible in the website to users.
- **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
- **Billing:** Create interface with billing company
- **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH) for Electronic Health Records
- **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
- **HL7:** Maintain compatibility with HL7 for EMS and MIH records.

- **Cardiac Monitor:** Create interface with cardiac monitors
    - Interface with Physio, Zoll and Philips monitors. EKG information, including the waveform graphic, can be transmitted to the PCR and data is incorporated into the correct fields in the run form. The six second strips and 12-leads are created as PDF attachments. The strips can be printed with the PCR, if desired. EKG data transmission will be accomplished using Bluetooth, cable, or internet, depending upon EKG and device capabilities.
- **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records.
- **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
- **Training and Record-Keeping Software:** Ability to interface with Target Solutions
- **Airtraq:** Ability to upload video files from AirTraq intubations to application and ability to attach PDFs, JPEGs, MOVs, MP4s, PNG, JPGs etc. to individual ePCRs
- **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

3. **Compensation**

The City shall pay to the Contractor pursuant to the Compensation Sheet attached hereto as Exhibit B and incorporated herein by reference.

The total compensation for this Contract, including GRT, shall not exceed four hundred six thousand six hundred fifty-eight dollars and forty-nine cents ($406,658.49).

4. **Payment Provisions**

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

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

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

full the balance shown on each account's statement, by the due date shown on said statement.

The Software Licensing Terms Attachment attached as Exhibit C is incorporated herein by reference.

The Product Specific Terms Attachment attached as Exhibit D is incorporated herein by reference

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit B, plus GRT as calculated below.

For the services described in the scope of work, the City agrees pay the Contractor as follows for year one.	$89,846.21
The services in the contract include GRT. The New Mexico GRT levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. The GRT on this contract at 8.1875% equals	+ $7,356.16
The total compensation for the contract including GRT for year one is	= $97,202.37

A breakdown of each year's compensation and GRT for the term of this Contract is as follows:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
COST	89,846.21	92,541.60	95,317.86	98,177.40
GRT 8.1875%	7,356.16	7,576.84	7,804.15	8,038.27
TOTAL	97,202.37	100,118.44	103,122.01	106,215.67

B. **The total compensation for this Contract, including GRT, shall not exceed four hundred six thousand six hundred fifty-eight dollars and forty-nine cents ($406,658.49).** This represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate June 30, 2029 unless terminated pursuant to Paragraph 6 (Termination)

or Paragraph 16 (Appropriations). A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. **Default and Force Majeure**

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

6. **Termination**

A. Grounds. The City may terminate this Contract 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 Contract based upon the City's uncured, material breach of this Contract.

B. Notice: City Opportunity to Cure.

i) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

ii) 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 Contract 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.

iii) Notwithstanding the foregoing, this Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 16, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.

7. **Amendment**

A. This Contract 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 Paragraph 6 herein, or to agree to the reduced funding.

8. **Status of Contractor**

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

9. **Assignment**

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

10. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this 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.

11. **Non-Collusion**

In signing this Contract, 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.

12. **Inspection of Plant**

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

13. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any City for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are

in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. **Condition of Proposed Items**

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

15. Records and Audit

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

16. Appropriations

The terms of this Contract, and any orders placed under it, 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, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the 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.

17. Release

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

18. Confidentiality

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

19. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this 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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this 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 Paragraph 20 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 Paragraph 20 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.

20. Approval of Contractor Representatives

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

21. Scope of Contract; 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 **Sole Source Contractor#60-M0087-25-CP375** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

22. Notice

The Procurement Code, 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 bribes, gratuities, and kickbacks.

23. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

24. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any claim, suits, actions, liabilities brought by a third party, including reasonable attorney's fees for personal injury or damage to property arising from the grossly negligent acts or willful omissions of the Contractor ("Claim"), its agents, officers, employees or subcontractors. Contractor will indemnify and defend City from and against any infringement or misappropriation a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"); The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees. Contractor shall, at Contractor's expense, defend such Claim and pay damages finally awarded against City in connection therewith, including reasonable fees and expenses of attorneys engaged by Contractor for such defense, provided that (a) City promptly notifies Contractor of the threat or notice of such Claim; (b) Contractor will have sole, exclusive control and authority to select defense attorneys, defend and/or settle any such Claim (however, Contractor shall not settle or compromise any claim that results in liability or admission of any liability by City without City's prior written consent); and (c) City fully cooperates with Contractor in connection therewith. If use of a Service by City has become, or, in Contractor's opinion, is likely to become, the subject of any IP Claim, Contractor may, at Contractor's option and expense (i) procure for City the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by Contractor, terminate City's subscription to the Service(s) and repay City, on a pro-rata basis, any Subscription Charges paid to Contractor for the unused portion of City's Subscription Term for such Service(s). Contractor will have no liability or obligation under this Section with respect to any IP Claim if such claim is caused in whole or in part by (x) compliance with designs, data, instructions or specifications provided by City; (y) modification of the Service(s) by anyone other than Contractor or Contractor Personnel; or (z) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section state the sole, exclusive and entire liability of Contractor to City and City's sole remedy with respect to a Claim brought by reason of access to or use of a Service by City.

25. 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, NMSA 1978, Section 41-4-1, et. seq., 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.

26. 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.

27. Limitation of Liability

EXCLUSION OF DAMAGES. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL EITHER PARTY TO THIS AGREEMENT, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (WHERE SUCH DATA IS LOST IN THE COURSE OF TRANSMISSION VIA CITY'S SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF CONTRACTOR),

BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR PROFESSIONAL SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONTRACTOR'S AGGREGATE LIABILITY TO THE CITY ARISING OUT OF THIS AGREEMENT, THE SERVICES OR PROFESSIONAL SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES AND/OR PROFESSIONAL SERVICES FEES PAID BY THE CITY DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. CITY ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES AND PROFESSIONAL SERVICES FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF CONTRACTOR WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. CONTRACTOR HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CITY WITH THE RIGHTS TO ACCESS AND USE THE SERVICES AND/OR THE PROFESSIONAL SERVICES PROVIDED FOR IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM CONTRACTOR'S INDEMNITY OBLIGATIONS IN SECTION 24 OF THIS AGREEMENT.

LIMITATION OF LIABILITY IN THE AGGREGATE. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN APPLIES IN AGGREGATE TO ANY AND ALL CLAIMS BY CITY AND ITS AFFILIATES, AND SHALL NOT BE CUMULATIVE.

Enforceable against Contractor. Any claims or damages that City may have against Contractor shall only be enforceable against Contractor and not any other entity, nor any officers, directors, representatives or agents of Contractor.

28. Incorporation by Reference and Precedence

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

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) all documents regarding Sole Source #60-M0087-25-CP375; and (4) the Contractor's best and final offer if such has been made and accepted by the City.

29. Workers' Compensation

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

30. Inspection

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

31. Inspection of Services

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

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

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

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

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

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

ii. reduce the contract price to reflect the reduced value of the services performed.

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

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

v) terminate the contract for default.

32. 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. 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.

33. Impracticality of Performance

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

34. Invalid Term or Condition

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

35. 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.

36. Disclosure Regarding Responsibility

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in

termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

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

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

37. Temporary Suspension

In the event Contractor detects or has reasonable suspicion of any Malicious Software connected to City's Account or use of a Service by City, Contractor reserves the right to restrict functionalities or suspend the Services (or any part thereof), City's Account or City's rights to access and use the Services and remove, disable or quarantine any City Data or other content. Unless legally prohibited from doing so or where Contractor is legally required to take immediate action, Contractor will use commercially reasonable efforts to notify City as soon as practicable when taking any of the foregoing actions. Contractor will use commercially reasonable efforts to (a) mitigate any interruption to the Service, and (b) restore the Services as soon as practicable. Contractor will not be liable to City or any other third party for any modification, suspension or discontinuation of City's rights to access and use the Services under this Section 7. Contractor may refer any suspected fraudulent, abusive, or illegal activity by City to law enforcement authorities at Contractor's sole discretion.

38. Notification

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

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Fire Department Mario Risso 200 Murales Road mdrisso@santafenm.gov 505-955-3110	**To the Contractor:** ImageTrend, LLC Attn: Legal Department 1305 Corporate Center Drive, Suite 500 Eagan MN 55121 contracts@imagetrend.com

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

39. Succession

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

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:

_____
Mayor

Date:_____

Contractor:

DanaBerceNovack
_____
Dana Berce Novack, Chief Legal Officer

Date: Jan 26, 2026

NMBTIN: _____

Attest:

_____
City Clerk

Approved to form and legal sufficiency by:

_____
Assistant City Attorney

Approved for Finances:

BRIAN MOYA
_____
Finance Director

Business Private

BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the “Agreement”) is entered into by and between the City of Santa Fe, New Mexico (“Covered Entity”), and ImageTrend, LLC (“Business Associate”) (each a “Party” and collectively the “Parties”).

1. BACKGROUND

Business Associate performs functions, activities, or services for, or on behalf of, Covered Entity under an existing written agreement (the “Underlying Agreement”) and Business Associate creates, receives, maintains, or transmits Protected Health Information ("PHI"), including Electronic Protected Health Information ("EPHI"), in order to perform such functions, activities, or services (referred to collectively as the "Services").

The purpose of this Agreement is to set forth the terms and conditions of disclosure of PHI by Covered Entity to Business Associate, to set forth the terms and conditions of Business Associate's use and disclosure of PHI, and to ensure the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. It is the intent of Covered Entity and Business Associate that this Agreement will meet the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), the Privacy Rule, and the Security Rule, 45 C.F.R. Parts 160 and 164.

2. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA, ARRA, the Privacy Rule, and the Security Rule. Following are some of the key terms of this Agreement.

2.1 **Electronic Protected Health Information**. “Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, but shall be limited to the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.2 **Individual**. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

2.3 **Minimum Necessary**. “Minimum Necessary” shall have the same meaning as "minimum necessary" described in 45 C.F.R. § 164.502(b) and Section 13405(b) of ARRA.

2.4 **Privacy Rule**. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and Part 164, subparts A and E.

2.5 **Protected Health Information**. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, but shall be limited to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.6 **Required by Law**. “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

2.7 **Secretary**. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.

2.8 **Security Incident**. “Security Incident” shall have the same meaning as “security incident” in 45 C.F.R. § 164.304.

2.9 **Security Rule**. “Security Rule” shall mean the Security Standards for the Protection of EPHI at 45 C.F.R. Parts 160 and 164, subparts A and C.

2.10 **Subcontractor**. "Subcontractor" shall have the same meaning as "subcontractor" in 45 C.F.R. § 160.103.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

3.1 **Use and Disclosure**. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement and any Underlying Agreement(s) related to the Services, or as Required by Law. Business Associate shall also comply, where applicable, with the Privacy Rule and the Security Rule.

3.2 **Safeguards**. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to EPHI, to prevent use or disclosure of the information other than as provided for by this Agreement.

3.3 **Business Associate's Reporting Obligations**.

(a) **Reports of Non-Permitted Use or Disclosure**. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(b) and 3.3(c).

(b) **Reports of Breach of Unsecured PHI**.

1. For purposes of this Section, "Breach" and "Unsecured PHI" shall have the same meaning as "breach" and "unsecured protected health information," respectively, as such terms are defined by 45 C.F.R. § 164.402.

2. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than five (5) calendar days after its discovery.

3. Business Associate’s notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: (i) a description of the Breach, including the date of Breach

and the date of discovery of the Breach, if known; (ii) a description of the types of Unsecured PHI involved in the Breach; (iii) any steps Individuals should take to protect themselves from potential harm resulting from the Breach; (iv) a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and (v) any other information Covered Entity is required to include in notification to the affected Individual(s) under 45 C.F.R. § 164.404(c). Business Associate will provide additional information to Covered Entity as such information becomes available.

(c) **Reports of Security Incidents**. Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(a) and (b). This Agreement serves as Business Associate's notice to Covered Entity that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident.

3.4 **Subcontractors**. Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI (including EPHI) on behalf of Business Associate agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including but not limited to, compliance with the applicable requirements of 45 C.F.R. Parts 160 and 164. Such agreement between Business Associate and the Subcontractor must be made in writing and must comply with the terms of this Agreement and the requirements outlined in 45 C.F.R. §§ 164.504(e) and 164.314.

3.5 **Access to Designated Record Set**. The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to Business Associate, or inquires about his or her right to access, Business Associate will direct the Individual to Covered Entity.

3.6 **Amendments to Designated Record Set**. The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to make available such PHI for amendment and incorporate any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Business Associate, or inquires about his or her right to amendment, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.

3.7 **Accounting of Disclosures**.

(a) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(b) Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with Section 3.7(a) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 **Compliance with Law**. To the extent Business Associate is expressly obligated under the Underlying Agreement(s) to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).

3.9 **Records and Audits**. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.

3.10 **Mitigation**. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 **General Use and Disclosure**.

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform Services for, or on behalf of, Covered Entity as such services may be specified in any Underlying Agreement(s), provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by Covered Entity.

(b) All uses and disclosures of PHI must comply with the Minimum Necessary requirements under the Privacy Rule. The Party disclosing PHI shall determine what constitutes the Minimum Necessary to accomplish the intended purpose of the disclosure.

4.2 **Specific Use and Disclosure.**

(a) Business Associate may use or disclose PHI to carry out Business Associate's legal responsibilities and for the proper management and administration of Business Associate, provided that any such disclosures are either (1) Required by Law, or (2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.

(b) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(c) Business Associate may use and disclose PHI to report violations of law to appropriate state and federal authorities, to the extent permitted or required by 45 C.F.R. § 164.502(j)(1) and state law.

(d) Business Associate may use PHI to create de-identified information in accordance with the requirements outlined in the Privacy Rule. Data that has been de-identified will no longer be subject to the terms of this Agreement.

5. OBLIGATIONS OF COVERED ENTITY

5.1 **Privacy Practices**. Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

5.2 **Notice of Changes Regarding Individual Permission**. Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the change.

5.3 **Notice of Restrictions to Use or Disclosure of PHI**. Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Business Associate reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement, the Parties will mutually agree upon any necessary modification of Business Associate's obligations under such agreements.

5.4 **Permissible Requests by Covered Entity**. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity, except that Business Associate may use or disclose PHI as set forth herein.

5.5 **Safeguards**. Covered Entity shall use appropriate safeguards to maintain the confidentiality, privacy, and security of PHI in transmitting PHI to Business Associate pursuant to this Agreement.

6. TERM AND TERMINATION

6.1 **Term**. This Agreement shall be effective upon the Effective Date of the Underlying Agreement and shall remain in effect until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.3(b).

6.2 **Termination**.

(a) **Termination Resulting from the End of Services**. This Agreement shall terminate in the event that the Underlying Agreement(s) under which Covered Entity discloses PHI to Business Associate terminates for any reason, or if the Services that give rise to the necessity of a business associate agreement terminate for any reason.

(b) **Termination for Cause**. Upon either Party's knowledge of a material breach of this Agreement by the other Party, the non-breaching Party must either:

1. Provide an opportunity for the breaching Party to cure the breach or end the violation within thirty (30) business days, and if the breaching Party does not cure the breach or end the violation within thirty (30) business days, the non-breaching Party shall terminate this Agreement; or

2. Immediately terminate this Agreement if cure is not possible.

6.3 **Return or Destruction of PHI**.

(a) Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. This provision shall also apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall retain no copies of the PHI. Pursuant to the Underlying Agreement and Section 4.2(b) and (d) of this Agreement, de-identified data and insights derived from Business Associate's provision of Data Aggregation services are not subject to the provisions of this Section 6.3.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate and its Subcontractors shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and/or its Subcontractors maintain such PHI.

7. MISCELLANEOUS

7.1 **Regulatory References**. A reference in this Agreement to a section in the Privacy Rule, the Security Rule, HIPAA, or ARRA, or any other reference to a law or regulation, means the section or law as in effect as of the date of this Agreement or as subsequently amended.

7.2 **Amendment**. The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.3 **Survival**. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.

7.4 **Interpretation**. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.5 **Relationship to Other Agreement Provisions**. In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement or Agreements under which Covered Entity discloses PHI to Business Associate, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement or Agreements between the Parties.

7.6 **Prior Business Associate Agreements**. Consistent with Section 7.5, this Agreement shall supersede any and all prior business associate agreement(s), or terms of other agreements addressing the privacy and security of PHI, between the Parties.

7.7 **No Third-Party Beneficiaries**. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity or Business Associate any rights, remedies, obligations, or liabilities whatsoever.

7.8 **Modification of Agreement**. No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

7.9 **Relationship of Parties**. Business Associate, in furnishing services to Covered Entity, is acting as an independent contractor, and Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed, all work to be performed by Business Associate under this Agreement. Business Associate is not an agent of Covered Entity and has no authority to represent Covered Entity as to any matters, except as expressly authorized in this Agreement.

7.10 **Notices**. Any notices required or permitted to be given under this Agreement by either Party shall be given in writing: (a) by personal delivery; (b) by electronic facsimile with confirmation sent by United States first class mail; (c) by bonded courier or nationally recognized overnight delivery service; or (d) by United States first class registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or to such other addresses as the Parties may request in writing by notice pursuant to this Section 7.10. Notices shall be deemed received on the earliest of personal delivery, upon the next business day after delivery by electronic facsimile with confirmation that the transmission was completed or upon receipt by any other method of delivery.

Business Associate: ImageTrend, LLC, Attn: Legal Department, 1305 Corporate Center Drive, Suite 500, Eagan, MN 55121.

Covered Entity: City of Santa Fe, Fire Department, Attn: Toniette Candelaria-Martinez, 200 Murales Road, Santa Fe, NM 87501.

7.11 **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Mexico.

7.12 **Counterparts**. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

CITY OF SANTA FE:

_____
MAYOR

DATE:_____

ImageTrend, LLC

DanaBerceNovack
_____
Dana Berce Novack, Chief Legal Officer

DATE: Jan 26, 2026

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

Approved for Finances:

BRIAN MOYA
_____
Finance Director

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement ("SLA") guarantees your website or application's availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend's servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company's website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Examples of Severity	Notification of Acknowledgement by ImageTrend	Action Expectation: Update and Anticipated Error Resolution Plan After Notification by ImageTrend
Site Down/Critical	• Complete shutdown or partial shutdown of one or more critical software functions. • Access to one or more Software functions not available. • Major subset of software application impacted.	Within one (1) hour of initial notification via email or ticketing system.	Six (6) hours.
CAD Down/High	• Minor subsystem failure. • Data entry or access impaired on a limited basis – usually can be delegated to local Client contact as a first level or response for resolution – usually user error (i.e. training).	Within four (4) hours of initial notification during business hours via phone, email, or ticketing system.	Twenty-four (24) business hours.
Medium/Normal	• System operational with minor issues; suggested enhancements as mutually agreed upon.	Within twenty-four (24) hours of initial notification during business hours.	Future Release.

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.,* public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.

b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.

c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.

d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.

e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: ((a – b) / a) x 100, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

ImageTrend
1305 Corporate Center Drive, Suite 500, Eagan, MN 55121
Phone: (952) 469-1589 | Toll Free: (888) 469-7789

ORDER FORM

Prepared For:	Bill To:
Sten Johnson Santa Fe Fire Department (NM) 200 Murales RD PO Box 909, Santa Fe, New Mexico, United States, 87504 sajohnson@santafenm.gov	Santa Fe Fire Department (NM) 200 Murales RD PO Box 909, Santa Fe, New Mexico, United States, 87504

Salesperson	Quote Number	Order Form Date
Daniel Schultz Senior Customer Success Manager	Q-14959v3	Aug 7, 2025

Contract Effective Date	Contract Term (Months)
Jul 1, 2025	48

Description	Qty	Fee Type	Unit Price	Subscription Start Date	Subscription End Date	Total
Continuum® EMS Content Package	1	Recurring	$5,463.64	Jul 1, 2025	Jun 30, 2029	$5,463.64
Continuum®	1	Recurring	$6,556.36	Jul 1, 2025	Jun 30, 2029	$6,556.36
Staffing Solution Integration	1	Recurring	$5,463.64	Jul 1, 2025	Jun 30, 2029	$5,463.64
CAD Distribution	1	Recurring	$3,824.54	Jul 1, 2025	Jun 30, 2029	$3,824.54
Auto Billing Export - NEMSIS v3 Web Service	1	Recurring	$3,824.54	Jul 1, 2025	Jun 30, 2029	$3,824.54
Continuum® Fire Content Package	1	Recurring	$5,463.64	Jul 1, 2025	Jun 30, 2029	$5,463.64
Permits	1	Recurring	$5,463.64	Jul 1, 2025	Jun 30, 2029	$5,463.64
Standard Direct Messaging - EMS Agency	1	Recurring	$2,130.82	Jul 1, 2025	Jun 30, 2029	$2,130.82
Investigations	1	Recurring	$5,463.64	Jul 1, 2025	Jun 30, 2029	$5,463.64
Vault™ Records with Attachments	1	Recurring	$874.18	Jul 1, 2025	Jun 30, 2029	$874.18
Community Health™ Add-on	1	Recurring	$8,195.45	Jul 1, 2025	Jun 30, 2029	$8,195.45
Mobile Fire Inspections - SaaS	1	Recurring	$5,463.64	Jul 1, 2025	Jun 30, 2029	$5,463.64
Elite™ Rescue - SaaS	1	Recurring	$31,658.48	Jul 1, 2025	Jun 30, 2029	$31,658.48
					Total Net Price	**$89,846.21**

Total Year 1:	$89,846.21
Total Recurring:	$89,846.21
Total One time:	$0.00

Year Over Year Pricing

Item Name	YR 1 Cost	YR 1 Uplift	YR 2 Cost	YR 2 Uplift	YR 3 Cost	YR 3 Uplift	YR 4 Cost	YR 4 Uplift
Continuum® EMS Content Package	$5,463.64	3%	$5,627.55	3%	$5,796.38	3%	$5,970.27	3%
Continuum®	$6,556.36	3%	$6,753.05	3%	$6,955.64	3%	$7,164.31	3%
Staffing Solution Integration	$5,463.64	3%	$5,627.55	3%	$5,796.38	3%	$5,970.27	3%
CAD Distribution	$3,824.54	3%	$3,939.28	3%	$4,057.45	3%	$4,179.18	3%
Auto Billing Export - NEMSIS v3 Web Service	$3,824.54	3%	$3,939.28	3%	$4,057.45	3%	$4,179.18	3%
Continuum® Fire Content Package	$5,463.64	3%	$5,627.55	3%	$5,796.38	3%	$5,970.27	3%
Permits	$5,463.64	3%	$5,627.55	3%	$5,796.38	3%	$5,970.27	3%
Standard Direct Messaging - EMS Agency	$2,130.82	3%	$2,194.74	3%	$2,260.59	3%	$2,328.40	3%
Investigations	$5,463.64	3%	$5,627.55	3%	$5,796.38	3%	$5,970.27	3%
Vault™ Records with Attachments	$874.18	3%	$900.41	3%	$927.42	3%	$955.24	3%
Community Health™ Addon	$8,195.45	3%	$8,441.31	3%	$8,694.55	3%	$8,955.39	3%
Mobile Fire Inspections - SaaS	$5,463.64	3%	$5,627.55	3%	$5,796.38	3%	$5,970.27	3%
Elite™ Rescue - SaaS	$31,658.48	3%	$32,608.23	3%	$33,586.48	3%	$34,594.08	3%
			$92,541.60		$95,317.86		$98,177.40	

Incident Volume

Category	Incidents
Elite	2,107

This Order Form is subject to the terms of the Master Subscription Agreement located at http://www.imagetrend.com/legal/msa unless there is a separate agreement between Santa Fe Fire Department (NM) and ImageTrend.
This proposal is valid for 90 days from the date listed above.

Additional Terms:

- One-Time Fees will be due upon contract signature.
- Recurring fees will be invoiced annually in advance, beginning on the Effective Date, unless Customer provides notice of cancellation in accordance with the MSA, no less than sixty (60) days prior to the end of a Subscription Term.
- Payments are due 30 days after receipt of an invoice.
- Recurring fees are subject to price increases each year following the first year of the Subscription Term, and will not exceed 3%% of the then-current price in any given year.
- Any terms not defined herein shall have the same meaning as defined in the Master Subscription Agreement.
- The Subscription Term for any Services added by Customer after the beginning of the thencurrent Subscription Term will be coterminous with the then-current Subscription Term for existing Services.

ImageTrend	
Name	Dana Berce Novack
Title	Chief Legal Officer
Signature	
Date	

Santa Fe Fire Department (NM)	
Name	
Title	
Signature	
Date	

EXHIBIT C- SOFTWARE LICENSING TERMS ATTACHMENT

The following terms shall apply:

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems excluding incidents relating to Mobile Integrated Health services.

"Licensed Information" means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as "ImageTrend University."

"The Software" means the sum of all software licenses granted by this Agreement hereto as provided in Section 1 below.

1. GRANT OF LICENSE TO SOFTWARE.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) ("SaaS")	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Agreement for such time as listed in said Agreement. During the term of the Agreement, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.

2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information. Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

3. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in the Agreement. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, included here as Exhibit A.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

4. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

5. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at https://ImageTrend.uservoice.com/.

6. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a copy of Client's data. ImageTrend will produce this data by first using relevant expo1t functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMSIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data

export for Client. Should Client desire the data to come in any alternative format or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

7. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.

8. DE-IDENTIFICATION

ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPANHITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at http://dx.doi.org/l0.6028/NIST.1R.8053). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

9. GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP

All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under this Agreement and in accordance with the license granted herein, conditioned upon full payment of the Agreement from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of this Agreement. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing this Agreement shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Agreement. In the case of ImageTrend Software products licensed herein, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Agreement. Subsequent agreements may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in a future agreement, the terms of this Agreement shall control. Any right not hereby granted is reserved.

EXHIBIT D -- PRODUCT SPECIFIC TERMS ATTACHMENT

LEGACY DATA IMPORT AND IMAGETREND VAULT™ TERMS OF USE

"NEMSIS" is the National Emergency Medical Services Information System (NEMSIS), and provides standardized data formats for submission of EMS Data.

"Legacy Data" means data originated by any system which is not ImageTrend Elite

"Legacy Data System" means the particular software application which generated, stored, or created the Legacy Data.

IMAGETREND VAULT EMS LEGACY DATA IMPORT SPECIFICATIONS

IMAGETREND VAULT LICENSING TERMS

- Notwithstanding anything in this Agreement to the contrary, CLIENT is hereby granted the following license rights to ImageTrend Vault. All other rights not explicitly granted reserved by ImageTrend.

- Client shall have a non-transferrable, non-exclusive license to use ImageTrend Vault for the Term of this Agreement as described in this Exhibit, and such license shall expire simultaneously with this Agreement.

- ImageTrend reserves the right to monitor and audit the quantity of records stored in ImageTrend Vault and to increase future fees (e.g. fees on Renewal Terms or subsequent Agreements of the parties, after expiration of this Agreement or its Initial Term) in accordance with the then-current price.

Description

- ImageTrend Vault can store additional data fields from ImageTrend Service Bridge, Fire Bridge, State Bridge, or Rescue Bridge ("ImageTrend Version 2 Products") products. These are the data fields beyond the NEMSIS National Data Elements but supported by ImageTrend Version 2 Products. These data fields have the ImageTrend "IT" flag in the NISE export file as exported by the ImageTrend Version 2 Products. ImageTrend Vault may also import related incident attachments and pre-existing attached PDFs from ImageTrend Version 2 Products. ImageTrend Vault cannot accept nor store data beyond the elements identified here for legacy data ImageTrend Version 2 products. ImageTrend makes no promise to accept or store data in ImageTrend Vault except as identified herein.

- ImageTrend Vault can import NEMSIS 2.2.1 standardized Legacy Data with the following limitations:

  i. NEMSIS 2.2.1 XML Legacy Data from non-ImageTrend Contractors may be imported into ImageTrend Vault provided the NEMSIS 2.2.1 XML Legacy Data is the same compatible format as the NEMSIS 2.2.1 XML Legacy Data System's State NEMSJS submission and otherwise conforming with the NEMSIS Data Dictionary v2.2.1 available at https://nemsis.org/media/nemsis_v2/documents/NEMSIS_Data_Elements_Definitions_v2.2.1.xls ("Conforming Legacy Data File"). It shall be the CLIENT and/or CLIENT Contractor's responsibility to ensure ImageTrend is supplied with a conforming NEMSIS 2.2.1 XML Legacy Data file.

  ii. As part of the ImageTrend Vault product and service package, ImageTrend shall perform a one (1) time import of Legacy data by either 1) Importing data from CLIENT's ImageTrend Version 2 Product(s) utilizing ImageTrend tools, or 2) importing a Conforming Legacy Data File. Additional uploads, corrections or modifications to uploaded data elements, or any other activity related to importing Legacy Data after

ImageTrend has completed the one-time import is out of scope. ImageTrend may or may not choose to undertake this additional work at ImageTrend's sole discretion. CLIENT shall have the option to contract ImageTrend to undertake this work per "Creation of Statements of Work" below.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/16/2025

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 CAC Specialty 416 W 13th Street, Suite 303 New York, NY 10014 www.cacspecialty.com	CONTACT NAME: Helen Dillen PHONE (A/C, No, Ext): 205-414-8100 FAX (A/C, No): E-MAIL ADDRESS: helen.dillen@cacspecialty.com
INSURED ImageTrend, LLC 1305 Corporate Center Drive, Suite 500 Eagan MN 55121	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Fire Insurance Company — 19682 INSURER B : Trumbull Insurance Company — 27120 INSURER C : Hartford Casualty Insurance Company — 29424 INSURER D : Twin City Fire Insurance Company — 29459 INSURER E : Indian Harbor Insurance Company — 36940 INSURER F : Landmark American Insurance Company — 33138

COVERAGES **CERTIFICATE NUMBER:** 85788632 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:	✓	✓	21UUNAY1CP8	6/15/2025	6/15/2026	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 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	✓	✓	21UENBM5WY9	6/15/2025	6/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
C	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $10,000	✓	✓	21XHUAY1E24	6/15/2025	6/15/2026	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	21WEAY1F1N	6/15/2025	6/15/2026	✓ 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
E F	Cyber and Tech E&O Excess Cyber and Tech E&O $5MX$5M	✓	✓	MTP904334804 LHZ867746	6/15/2025 6/15/2025	6/15/2026 6/15/2026	Each Claim/Aggregate Each Claim/Aggregate	5,000,000 5,000,000

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

Certificate Holder is included as additional insured, on a primary and non-contributory basis, where required by written contract, as per terms and conditions in policy. A Waiver of subrogation is granted to the additional insureds where required by written contract, as per terms and conditions in policy.
agreement. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
200 Murales Road
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Grantland Rice IV

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CAC Specialty
416 W 13th Street, Suite 303
New York, NY 10014

MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline**™

City of Santa Fe
PO Box 909
200 Murales Road
Santa Fe NM 87504

Sender:	Helen Dillen
Phone:	205.414.8100
Subject:	Cert No. 85788632 - Certificate of Liability Insurance: ImageTrend, LLC -
Date:	6/16/2025
No. of Pages:	2
URL:	www.cacspecialty.com

If you should have any questions or need changes please send e-mail specifying changes needed to me at helen.dillen@cacspecialty.com as can only accept change requests in writing. In your e-mail please include certificate number, Insured named and certificate holder name.

Helen Dillen
CAC Specialty

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.

Certificate of Insurance Delivered by **ecertsonline**™ Insurance Visions, Inc. All rights reserved.

Urgent-GB-200- Image Trend

Final Audit Report 2026-02-11

Created:	2026-02-10
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3w1YsdKjCdaiRxj92g0fEdTMAB0EDiSz

"Urgent-GB-200- Image Trend" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-02-10 - 6:54:08 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2026-02-10 - 6:57:44 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2026-02-10 - 9:20:21 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2026-02-10 - 9:21:24 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
2026-02-10 - 9:21:26 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-02-10 - 10:51:12 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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Document sent to ANDREA PHILLIPS (akphillips@santafenm.gov) and BRIAN MOYA (bjmoya@santafenm.gov) for signature. One of them to sign
2026-02-10 - 10:54:10 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)
2026-02-11 - 1:26:23 AM GMT- IP address: 153.66.23.130

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)
Signature Date: 2026-02-11 - 1:28:32 AM GMT - Time Source: server- IP address: 153.66.23.130

Agreement completed.

2026-02-11 - 1:28:32 AM GMT

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2024-5

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

COMMITTING TO BEING A MORE AGE-FRIENDLY CITY AND ENROLLING IN THE AMERICAN ASSOCIATION OF RETIRED PERSONS ("AARP") AGE FRIENDLY STATES AND COMMUNITIES NETWORK, WHICH, TO THE EXTENT IT IS POSSIBLE, WILL BE A PROCESS THAT INCORPORATES UNIVERSAL DESIGN PRINCIPLES.

WHEREAS, according to the United States Census Bureau's 2020 Census, 23.8% of City of Santa Fe ("City") residents are ages 65 or older as compared to 16.04% nationwide; and

WHEREAS, according to the United States Census Bureau's article "The Next Four Decades: The Older Population in the United States: 2010 to 2050," the U.S. population aged 65 and over is expected to grow from 40.2 million in 2010 to 88.5 million by 2050, increasing the total share of the 65 and over population from 12 percent to 20 percent of the total population; and

WHEREAS, according to the New Mexico Human Services Department's "2021 Data Book", the elderly population of Santa Fe County is projected to increase from 25.3% in 2019 to 58.2% of adults ages of 65 and over by the year 2030; and

WHEREAS, the World Health Organization ("WHO") has developed the WHO "Global

Network of Age-Friendly Cities and Communities" to encourage and promote public policies to increase the number of communities that support active aging and thereby improve the health, well-being, satisfaction, and quality of life for older adults; and

WHEREAS, the American Association of Retired Persons (AARP) "Age-Friendly States and Communities" is a national program affiliated with the WHO's Global Network of Age-Friendly Cities and Communities; and

WHEREAS, members of the AARP Network of Age-Friendly States and Communities benefit from:

A. Automatic entry to the WHO global network.

B. A wide range of free resources on age-friendly and livable communities

C. The latest news and information about best practices, events, results, challenges, and new initiatives

D. Opportunities for partnerships with other cities, both domestic and international

E. Peer-to-peer learning opportunities

F. Public recognition of the community's commitment to become more age-friendly; and

WHEREAS, the Governing Body agrees with the AARP's Network of Age-Friendly States and Communities belief that "people of all ages benefit from the adoption of policies and programs that make neighborhoods walkable, feature transportation options, enable access to key services, provide opportunities to participate in community activities, and support housing that's affordable and adaptable"; and

WHEREAS, the WHO and AARP recognize that towns, cities, and communities have different needs, resources, and varying capacities to engage their resources to take action to facilitate active aging; and

WHEREAS, the WHO established eight domains of community life that should be

formally targeted for livability and quality of life for persons of all ages:

A. Outdoor spaces and building

B. Transportation

C. Housing

D. Social participation

E. Respect and Social inclusion

F. Civic Participation and employment

G. Communication and information; and

H. Community support and health services; and

WHEREAS, the Governing Body would like the City to join the AARP Network Age-Friendly States and Communities; and

WHEREAS, the Governing Body believes, and research supports, the idea that the concepts of "universal design", and their focus on accessibility, are a clear complement to the goals of being an age friendly city; and

WHEREAS, specifically, according to the article "Universal Design: A Step Toward Successful Aging," published in the *Journal of Aging Research in 2012*, the concepts of Universal Design support the Age-Friendly rationale by having "the potential to affect older adult's engagement with life, by providing accessible and accommodating environments in which this population can thrive without stigmatization"; and

WHEREAS, according to the Center for Disability Rights, Ron Mace, an architect known for his role in coining the term "Universal Design" and championing accessible building codes and standards in the United States, defines universal design as "the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptations or specialized design"; and

WHEREAS, according to the article "Universal Design: A Step Toward Successful

Aging," which was published in the *Journal of Aging Research* in 2012, the seven principles of Universal Design are as follows:

A. Equitable use

- Useful and marketable to people with diverse abilities

B. Flexibility in Use

- Accommodates a wide range of individual preferences and abilities

C. Simple and Intuitive Use

- Easy to understand, regardless of user's experience, knowledge, language skills, or current concentration level

D. Perceptible Information

- Communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities

E. Tolerance for Error

- Minimizes hazards and the adverse consequences of accidental or unintended actions

F. Low Physical Effort

- Can be used efficiently and comfortably with a minimum of fatigue

G. Size and Space for Approach and Use

- Appropriate size and space provided for approach, reach, manipulation, and use regardless of the user's body size, posture, or mobility; and

WHEREAS, the City has a history of seeking to create an inclusive environment for all individuals; and

WHEREAS, Section 2.02 of the City's Charter states that "human and civil rights of residents of Santa Fe and inviolate" and that "the governing body shall preserve, protect and

promote human rights… through all of its activities" and that those rights "shall not be diminished or otherwise infringed", regardless of age; and

WHEREAS, the City recognizes that compliance with Title II of the Americans with Disabilities Act, Section 202, addresses some of the accessibility goals of the Age Friendly States and Communities network; and

WHEREAS, consulting committees with specialized knowledge on accessibility matters, such as the Mayor's Committee on Disability, can be beneficial when working toward creating an inclusive community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that it is committed to making Santa Fe a well-designed, livable community that promotes health and sustained accessibility for community members of all ages.

BE IT FURTHER RESOLVED that the City Manager or the City Manager's designee will enroll the City in the AARP Network of Age-Friendly States and Communities by submitting the required membership application and committing the City to a 5-year process of improvement according to the following timeline:

1. First 30 days: Enroll into the network of AARP Network of Age-Friendly States and Communities;
2. Year 1: Conduct a community needs assessment and present results to the Governing Body, including identifying what work the City already has in place that contributes to qualifying as an Age-Friendly city, as defined by the AARP Network of Age Friendly States and Communities program;
3. Year 2: Develop and present an action plan to the Governing Body for approval;
4. Years 3-5: Implement the action plan and track progress; and
5. Year 5: Evaluate the impact of the work and present a progress report to the Governing Body.

BE IT FURTHER RESOLVED that, to the extent it is possible and practical, the City will incorporate Universal Design principles in its planning process for the 5-year commitment described above, and in doing so, will collaborate with committees that have relevant, specialized expertise, such as the Mayor's Committee on Disability.

PASSED, APPROVED, and ADOPTED this 28th day of February, 2024.

Alan Webber (Feb 29, 2024 14:21 MST)

ALAN WEBBER, MAYOR

ATTEST:

Geralyn Cardenas (Feb 29, 2024 14:29 MST)

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Feb 29, 2024 13:38 MST)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2024/Resolutions/2024-5(R)/Resolution to be an Age-Friendly City

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2024-5_
(Resolution to be an Age-Friendly City)

Mayor and Members of the City Council:

In relation to Resolution No. 2024-5:

A RESOLUTION

COMMITTING TO BEING A MORE AGE-FRIENDLY CITY AND ENROLLING IN THE AMERICAN ASSOCIATION OF RETIRED PERSONS ("AARP") AGE FRIENDLY STATES AND COMMUNITIES NETWORK, WHICH, TO THE EXTENT IT IS POSSIBLE, WILL BE A PROCESS THAT INCORPORATES UNIVERSAL DESIGN PRINCIPLES.

I intend to propose the following amendment(s)

1. On page 4, line 21, ***delete*** the period at the end of the sentence and ***replace it*** with *";* and*"*.
2. On page 4, line 22, ***insert*** the following new paragraphs*:*

WHEREAS, the City has a history of seeking to create an inclusive environment for all individuals; and

WHEREAS, Section 2.02 of the City's Charter states that "human and civil rights of the residents of Santa Fe are inviolate" and that "the governing body shall preserve, protect and promote human rights…through all of its activities" and that those rights "shall not be diminished or otherwise infringed", regardless of age; and

WHEREAS, the City recognizes that compliance with Title II of the Americans with Disabilities Act, Section 202, addresses some of the accessibility goals of the Age Friendly States and Communities network; and

This amendment WILL change the caption. _____

This amendment WILL NOT change the caption. __X__

Respectfully submitted,

_____
Amanda Chavez, Councilor

Approved as to Form:

Erin McSherry

Erin McSherry (Feb 29, 2024 13:38 MST)

Erin K. McSherry, City Attorney

ADOPTED: Finance Committee

NOT ADOPTED: _____

DATE: 02/26/2024

Geralyn Cardenas (Feb 29, 2024 14:29 MST)

GERALYN F. CARDENAS, Interim City Clerk

2024-5 (R) Resolution to be an Age-Friendly City

Interim Agreement Report 2024-03-01

Created:	2024-02-29
By:	CHRISTINE SPIERS (cmspiers@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAbXP88esz7Qxox7fl_X0uo9_omYMN4QNT

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.

"2024-5 (R) Resolution to be an Age-Friendly City" History

Document created by CHRISTINE SPIERS (cmspiers@santafenm.gov)
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CITY OF SANTA FE

Age-Friendly Santa Fe Action Plan

A roadmap for aligning City systems to support independence, connection, and well-being across the lifespan

Prepared by the City of Santa Fe in partnership with residents, community organizations, and City departments

A member of the AARP Network of Age-Friendly States and Communities

City of Santa Fe
Department of Community Services
Division of Senior Services

2026

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Executive Summary

The Age-Friendly Santa Fe Action Plan is a three-year, City-led roadmap to strengthen Santa Fe as a livable, inclusive, and connected community for residents of all ages. Grounded in extensive community engagement and aligned with national and global age-friendly frameworks, the plan advances a coordinated, all-ages approach to aging well while supporting the City's broader goals for quality of life, equity, and long-term resilience.

Santa Fe's population is older than state and national averages, increasing demand for accessible housing, reliable transportation, clear information, safe public spaces, and opportunities for connection and participation. Community input confirmed that while Santa Fe offers strong assets—such as libraries, senior centers, cultural institutions, and community organizations—residents often experience services as fragmented and difficult to navigate. This Action Plan responds by aligning existing City efforts, strengthening coordination, and embedding age-friendly and lifespan considerations into planning, policy, and service delivery.

The plan is guided by a clear mission: to create inclusive environments that support independence, safety, participation, and well-being across the lifespan. Five core values shape this work:

- Aging is understood as a lifelong experience, not a stage limited to older adulthood.
- Inclusion and accessibility are essential to community well-being.
- Coordination across departments and partners strengthens impact.
- Community knowledge and lived experience inform effective solutions.
- The Division of Senior Services is positioned as a strategic asset for collaboration.

Guiding principles translate these values into practice by committing the City to apply an all-ages lens, build on existing plans and initiatives, integrate age- and ability-inclusive considerations early in decision-making, strengthen shared responsibility across systems, improve access to clear information for residents, and pursue realistic, scalable approaches that can be sustained over time.

These commitments are operationalized through six interconnected goal areas identified through the community needs assessment:

- Transportation – improving safe, reliable access to healthcare, services, work, and community life.
- Housing – supporting affordability, accessibility, and the ability to age in place.
- Communication and Information – making services easier to find, understand, and navigate.
- Health and Wellness – strengthening access to prevention, care, and intergenerational learning.
- Social Engagement and Participation – expanding connection, belonging, civic life, and economic participation across ages.

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- Safety and Public Spaces – improving the accessibility and usability of streets, neighborhoods, and public spaces.

Cross-cutting strategies support implementation by establishing shared leadership through an Age-Friendly Advisory Team, positioning Senior Services as a coordinating and advocacy hub, integrating age-friendly priorities into City planning processes, and strengthening communication, engagement, and feedback loops across City departments and community partners.

The goals, strategies, and actions outlined in this plan serve as an initial implementation roadmap. Progress will be guided by ongoing community engagement, evaluation, and collaboration, allowing the City to refine or adapt approaches as conditions change. Together, the Age-Friendly Santa Fe Action Plan embeds age-friendly and lifespan thinking into how Santa Fe plans, invests, and governs—supporting independence, inclusion, and quality of life for current and future generations.

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Letter of Support from the Mayor of the City of Santa Fe

SAMPLE LETTER: *As Mayor of the City of Santa Fe, I am proud to offer this letter of support for the Age-Friendly Santa Fe Action Plan. This plan reflects our city's commitment to becoming a more livable, inclusive, and connected community for residents of all ages, with a particular focus on older adults and future generations.*

I fully endorse the plan's mission to align City policies, programs, and partnerships around an all-ages, lifespan approach to aging well. I especially support its emphasis on inclusion and accessibility, coordination across departments and community partners, and the central role of community voice and lived experience in shaping priorities. The plan's recognition of the Division of Senior Services as a strategic partner in City governance is both timely and essential.

I also support the six core goal areas—transportation, housing, communication and information, health and wellness, social engagement and participation, and safety and public spaces—which emerged directly from extensive community engagement. Together, these goals provide a clear and actionable framework for improving independence, safety, and quality of life for residents across the lifespan.

As Mayor, I am committed to working with the City Council, staff, community organizations, and residents to advance this Action Plan and to integrate its values and principles into our broader planning and investment decisions.

I offer this letter as my formal support and appreciation for the Age-Friendly Santa Fe initiative and the collaborative work it represents on behalf of our community

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Letter of Support from Santa Fe City Council

SAMPLE LETTER: *The Santa Fe City Council is pleased to express its strong support for the Age-Friendly Santa Fe Action Plan and the community-wide effort it represents to make Santa Fe a more livable, inclusive, and connected city for residents of all ages. This Action Plan reflects the City's commitment to aligning policies, programs, and partnerships around a coordinated, all-ages approach to aging well, consistent with Santa Fe's participation in the AARP Network of Age-Friendly States and Communities.*

The Council affirms the plan's mission to advance environments that support independence, safety, participation, and well-being across the lifespan. We endorse the plan's core values, including the recognition that aging is a lifelong experience shaped by everyday systems; that inclusion and accessibility are essential to community well-being; that coordination across City departments and community partners strengthens impact; that community knowledge and lived experience are critical to effective decision-making; and that the Division of Senior Services is a strategic asset in advancing age-friendly priorities across City governance.

We also support the guiding principles that translate these values into action. Applying an all-ages lens, building on existing City plans and initiatives, integrating age- and ability-inclusive considerations early in planning and design, strengthening collaboration and shared responsibility, improving navigation and clarity for residents, and pursuing sustainable and scalable approaches all align with the Council's priorities for equitable, effective, and accountable governance.

The Council endorses the plan's six interconnected goal areas, which reflect priorities identified through extensive community engagement. These include improving transportation options; supporting affordable and accessible housing conditions; strengthening communication and information systems so residents can more easily find and use resources; expanding access to health, wellness, and prevention services across the lifespan; deepening social engagement, civic participation, and economic opportunity; and improving the safety and accessibility of public spaces.

We view the Age-Friendly Santa Fe Action Plan as a living framework that will evolve through implementation, evaluation, and continued community engagement. The City Council is committed to supporting this work through its policy, budgeting, and oversight roles and looks forward to continued collaboration with the Mayor, City staff, community partners, and residents to advance the plan's vision.

On behalf of the residents of Santa Fe, we offer this letter as a formal expression of support for the Age-Friendly Santa Fe Action Plan.

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Introduction

Historical Background

Santa Fe, New Mexico, is one of the oldest continuously inhabited places in North America and the oldest state capital in the United States [1]. Long before European contact, the area was home to Pueblo communities, with settlements dating back to approximately 1050–1150 CE. The region served as an important cultural, spiritual, and trade center for Indigenous peoples [2].

Spanish colonists formally established Santa Fe as the capital of the province of Nuevo México in 1609–1610 under Governor Pedro de Peralta. The Palace of the Governors, constructed in 1610 along the north side of the Plaza in the center of the city, remains the oldest continuously used public building built by European settlers in the continental United States [3].

Santa Fe's history reflects successive periods of Indigenous, Spanish, Mexican, and American governance, including the Pueblo Revolt of 1680, Mexican independence in 1821, U.S. occupation in 1846, and statehood in 1912. This layered history continues to shape the city's identity, civic life, and planning priorities.

Demographics

Santa Fe is a small but influential state capital with approximately 88,000–90,000 residents. The city functions as a regional center for government, tourism, healthcare, arts, and culture [1][4].

The population is racially and ethnically diverse, with more than half of residents identifying as Hispanic or Latino. Santa Fe has a slightly higher proportion of women than men and an average household size just over two persons, reflecting a mix of single-person households, couples, and smaller families.

Race / Ethnicity Share of Population (%)	
Hispanic or Latino (any race)	~ 54%
White (non-Hispanic)	~ 38%
Native American / Alaska Native	~ 3%
Black or African American	~ 1%
Asian American	~ 1%
Two or more races / Other	~ 3%

Race and Ethnicity of Santa Fe Residents. Source: U.S. Census Bureau, American Community Survey (2019-2023 5-Year Estimates).

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Government is the largest employer, followed by hospitality, healthcare, and creative industries. Income levels vary widely, reflecting a population that includes retirees, professionals, artists, service workers, and long-term residents. [2].

Age and Disability Demographics in Santa Fe

Santa Fe's population is significantly older than both New Mexico and the United States overall. The city's median age is 46.4 years, compared with 39.9 years statewide and 39.2 years nationally, reflecting both the aging of long-term residents and the in-migration of older adults and retirees [1].

Santa Fe, New Mexico, and United States Age Demographics		
Location	**Median Age**	**% 65 years and older**
Santa Fe, New Mexico	46.4	26%
New Mexico	39.9	20%
United States	39.2	18%

Median Age Comparison: Santa Fe, New Mexico, and the United States. Source: U.S. Census Bureau, American Community Survey (2019-2023 5-Year Estimates).

Adults aged 45 and older represent a larger share of Santa Fe's population compared to those in the state or nation, while children and young adults account for a smaller proportion. These differences increase demand for healthcare, accessible housing, transportation, and community supports that enable healthy aging.

Santa Fe's disability rate is higher than the national average, possibly in part because the city has a significant older adult population. About 10% of residents under age 65 report a disability, and an estimated 17% of residents overall live with a disability, compared to about 13% nationally [1]. These patterns underscore the need for accessible services, clear information, and coordinated resources that support residents across the lifespan.

Arts, Culture, and Community Events

Arts and culture are central to Santa Fe's identity and function as civic and economic infrastructure. The city was designated as a UNESCO Creative City, reflecting its long-standing commitment to heritage, creative industries, and cultural expression [5].

Signature events include the Santa Fe Indian Market, the Traditional Spanish Market, and the International Folk Art Market, each reflecting Indigenous, Hispano, and global traditions [6][7][8]. Performing arts, museums, festivals, and year-round programming contribute to Santa Fe's role as a living cultural landscape [4].

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Everyday gathering spaces, such as the Santa Fe Plaza and the Santa Fe Farmers Market continue to support social interaction, community identity, and intergenerational connection, reinforcing the city's role as a living cultural landscape [9][10].

Economy, Retirement, and Tourism

Santa Fe's economy is centered on tourism, arts, culture, and small businesses. Tourism attracts approximately 2 million overnight visitors annually and supports employment, small businesses, and City revenue [11]. City initiatives such as "Go Local, Go Different" promote local entrepreneurship and help retain economic activity within the community.

Santa Fe is also consistently ranked among the best places to retire in the United States, due to its mild climate, rich cultural scene, outdoor recreation opportunities, and lack of state income tax on Social Security income. Retirees value the city's small-town feel with access to world-class arts, dining, and healthcare, including services provided by Christus St. Vincent Regional Medical Center [12–15].

Tourism and retiree attraction function as complementary economic drivers. Retirees contribute to local spending on housing, healthcare, dining, and retail, supporting job creation and tax revenue. At the same time, increased demand can shift employment toward lower-wage service roles and place upward pressure on housing costs, affecting affordability for workers and long-term residents [16–18].

Tourist-oriented development can also make it harder for full-time residents—especially older adults—to age in place by displacing neighborhood-serving businesses, increasing short-term rentals, and weakening local social networks. Even when residents remain housed, rising costs and the loss of familiar places can contribute to "indirect displacement," reducing stability, belonging, and quality of life. These impacts tend to fall most heavily on lower-income and less mobile residents [19-23].

For Santa Fe, balancing tourism, retirement migration, housing affordability, workforce needs, and the well-being of long-term residents is essential to sustaining community stability and quality of life.

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Age-Friendly and Lifespan Approaches to Aging

Age-friendly and lifespan approaches to aging are complementary frameworks that guide how communities, systems, and policies can support well-being across the life course. While age-friendly initiatives typically focus on adapting environments and services to meet the needs of older adults today, lifespan approaches emphasize that aging is a continuous process shaped by experiences, opportunities, and environments from early life through very old age.

Age-Friendly Environments and Systems

Age-friendly approaches emerged in response to rapid population aging and growing recognition that physical, social, and institutional environments strongly influence health, independence, and participation in later life. The World Health Organization defines age-friendly environments as those that "foster healthy and active ageing" by enabling people to meet basic needs, remain mobile, build relationships, and contribute to community life regardless of age or ability [24].

The WHO Age-Friendly Cities Framework identifies key domains—such as housing, transportation, outdoor spaces, social participation, respect and inclusion, communication, and community support—that shape older adults' ability to age safely and meaningfully [24]. More recent global efforts, including the WHO's Decade of Healthy Ageing (2021–2030), emphasize embedding age-friendly principles across sectors, including health systems, housing, and social services [25].

Age-friendly features in homes and communities—such as universal design, safe mobility, proximity to services, and opportunities for social connection—are associated with better physical health, mental health, and quality of life in later years [26]. Importantly, age-friendly work increasingly recognizes diversity among older adults, including differences in income, culture, health status, disability, and caregiving roles, and the need to design systems that reduce inequities rather than reinforce them [24].

Lifespan Perspectives on Aging

Lifespan approaches view aging not as a stage that begins in later life, but as a lifelong developmental process influenced by biological, psychological, social, and environmental factors that interact over time. Beliefs and expectations about aging form early in life through family, media, education, and culture and can shape health behaviors, cognitive functioning, and social participation across decades.

Negative views on aging are associated with poorer health outcomes, while more positive and flexible views are linked to better physical health, resilience, and longevity. Interventions aimed at improving aging outcomes cannot focus solely on older adulthood; they must also address education, work, health behaviors, and social inclusion earlier in life [27].

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From a policy and planning perspective, a lifespan lens highlights the importance of continuity-ensuring that systems supporting education, employment, caregiving, housing, and health are designed to adapt as people move through longer and less linear life courses.

Connecting Age-Friendly and Lifespan Approaches

Age-friendly and lifespan approaches are understood as mutually reinforcing. Age-friendly communities and health systems address quality of life through the lens of the needs of older adults, while lifespan-oriented policies aim to innovate conditions that improve aging outcomes for future generations.

Together, these approaches suggest that communities must both retrofit existing systems to support current older residents and redesign institutions—such as education, work, and housing—to reflect longer lives and changing roles over time. Addressing ageism and improving views on aging across the lifespan are critical to the success of both strategies, as social attitudes shape policy priorities, resource allocation, and individual behavior [27-28].

The Stanford Center on Longevity and the "New Map of Life"

The Stanford Center on Longevity is a leading example of a lifespan-oriented approach to aging. Through its *New Map of Life* initiative, the Center calls for rethinking education, work, health, housing, and social institutions to support lives that may span 100 years or more [29].

The *New Map of Life* frames longevity not as a challenge to be managed, but as an opportunity to redesign systems so people can live longer lives that are healthy, purposeful, and economically secure. Its work emphasizes cross-sector collaboration, intergenerational engagement, and design innovation that explore how topics like physical environments, transportation, and climate conditions influence health and equity across the lifespan.

Implications for Community Planning and Policy

For communities, planners, and health systems, investing in age-friendly environments can improve safety, mobility, and social connection for older adults today, while adopting a lifespan perspective encourages earlier and more preventive investments that shape aging outcomes over time.

Together, age-friendly and lifespan approaches provide a comprehensive framework for planning that supports independence, inclusion, and well-being at every stage of life—an essential foundation for communities seeking to become more resilient, equitable, and prepared for demographic change.

Implications for Younger Generations

Age-friendly and lifespan approaches are particularly relevant for younger generations (Generation X, Millennials and Generation Z) who are likely to live longer lives while navigating more complex and less linear life courses than previous generations. These cohorts are expected to experience multiple transitions across education, work, caregiving, and health over

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many decades, rather than following a single pathway from school to work to retirement [29]. At the same time, younger generations may be unaware of the impacts longer lives may have on employment and retirement [30].

Age-friendly design benefits these younger generations now, not only in later life. Walkable neighborhoods, reliable public transportation, accessible housing, green space, and inclusive public spaces can support physical and mental health for young adults, families, and older residents alike. Framing age-friendly communities as good for all generations strengthens their relevance as long-term community investments rather than niche aging initiatives.

Lifespan research highlights that behaviors and conditions in early and mid-adulthood strongly influence health and functioning later in life. Younger generations today place a high value on health, well-being, and quality of life, with many prioritizing wellness, flexibility, and supportive environments when making decisions about work and place [31-33]. This orientation aligns with lifespan models that emphasize prevention and supportive environments as foundations for healthy aging.

At the same time, these generations face significant risks related to housing affordability, employment, student debt, and mental health stressors. Lifespan perspectives emphasize that such challenges accumulate over time, potentially leading to poorer aging outcomes if left unaddressed. Age-friendly, lifespan-informed planning therefore plays a critical role in mitigating long-term risk by investing early in housing stability, accessible transportation, social infrastructure, and inclusive economic opportunity.

Economic Participation Across the Lifespan

Beyond shaping physical environments and social infrastructure, age-friendly and lifespan approaches also ask to rethink how communities support work, income security, and economic participation across longer lives. Older adults aged 50 and above are increasingly turning to employment and entrepreneurship for financial stability, flexibility, and autonomy, patterns that signal how work is evolving across the lifespan. Self-employment rates rise sharply with age, from about 25% for workers aged 55–59 to 68% for those aged 75–79, often as independent contractors or small business owners, particularly among those with advanced degrees [34-35].

Programs like AARP Foundation's Work for Yourself@50+ and BACK TO WORK 50+ provide free workshops, coaching, and digital skills training to help older adults launch side hustles, freelance gigs, or businesses, addressing barriers like age discrimination and skill gaps. The Stanford Center on Longevity promotes redesigned employment and entrepreneurship models to support prosperity across extended lifespans [36-37]. This work underscores the need for policies fostering economic vitality and skills development across the lifespan.

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The WHO–AARP Age-Friendly Initiative

The Age-Friendly Initiative led by the World Health Organization (WHO) and AARP is a coordinated global and national effort to help communities become better places to live as people age. The initiative focuses on improving the physical and social environments that shape daily life—such as housing, transportation, public spaces, and access to services—so communities support health, independence, and participation for residents of all ages [24][38].

The World Health Organization Age-Friendly Global Network

The WHO launched the Global Network for Age-Friendly Cities and Communities in 2010 in response to rapid population aging and urbanization worldwide. The network provides a shared framework and learning platform for cities, counties, and regions committed to becoming more age-friendly. Membership represents a public commitment to engage residents, assess local conditions, and pursue continuous improvement rather than a one-time designation.

The WHO framework emphasizes 8 domains of livability:

- outdoor spaces and buildings,
- transportation,
- housing,
- social participation,
- respect and social inclusion,
- communication and information,
- civic participation, and
- community support and health services.

Together, these domains highlight how everyday environments and systems influence quality of life across the lifespan [24].

AARP's Role in the United States

In the United States, the AARP Network of Age-Friendly States and Communities serves as the official U.S. affiliate of the WHO Global Network. Established in 2012, the AARP network supports states, cities, counties, and towns in applying the WHO framework within local contexts. AARP provides technical assistance, planning tools, peer learning opportunities, and national coordination to help participating communities move from commitment to action [39].

As of 2025, more than 1,000 communities are enrolled nationwide, and nearly 40 percent of Americans live in a jurisdiction that has joined the AARP age-friendly network. This growth reflects increasing recognition that age-friendly planning is not solely about older adults, but about creating livable communities that support people across generations [40].

Membership Process and Continuous Improvement

Participation in the WHO–AARP Age-Friendly Initiative follows a structured, multi-year process centered on continuous improvement. Communities begin by adopting a formal resolution or

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executive action committing to age-friendly principles, which enrolls them in both the AARP Network and the WHO Global Network. Participating jurisdictions then assess local conditions using data, surveys, and community input; develop a multi-year age-friendly action plan; implement strategies; and monitor progress over time.

Communities are expected to report on progress and adjust strategies as conditions and needs evolve, reinforcing age-friendliness as an ongoing practice embedded in planning, policymaking, and service delivery rather than a standalone project [40].

Broader Impact

Communities participating in the WHO–AARP Age-Friendly Initiative report benefits that extend beyond older adults, including safer streets, more accessible housing, stronger social connections, and improved community well-being. By designing environments and policies that anticipate aging and changing abilities, the initiative advances a more inclusive and resilient community model that supports residents throughout the life course.

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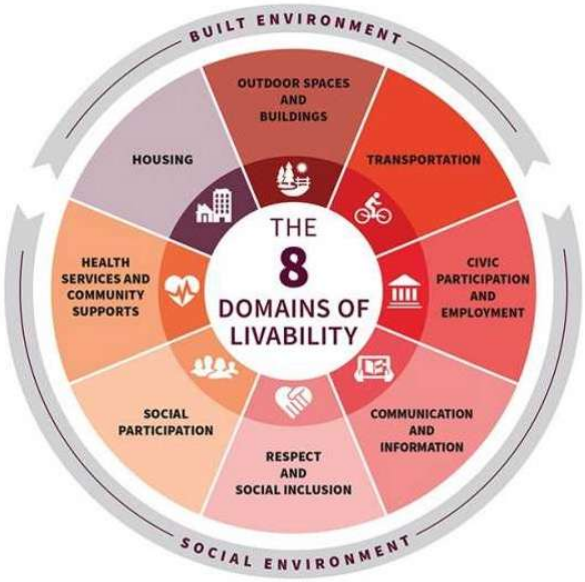

Age-Friendly Santa Fe Initiative

The Age-Friendly Santa Fe initiative is a city-led effort to make Santa Fe a more livable and inclusive community for residents of all ages, with a particular focus on older adults. Led by the City of Santa Fe, the initiative is grounded in formal City Council action committing the City to the AARP Network of Age-Friendly States and Communities.

City Council Resolution and Five-Year Process

In 2024, Santa Fe City Council adopted Resolution No. 2024-5, formally committing Santa Fe to becoming a more age-friendly city and enrolling in the AARP Network. The resolution directs the City to complete a structured five-year improvement process, including enrollment, a comprehensive community needs assessment, development of an Age-Friendly Action Plan, and ongoing implementation and evaluation [41].

Goals and Activities

The initiative's core goal is to ensure that residents can remain active, connected, and safely housed in their community as they age, while also improving conditions for younger residents and families. Key activities include community forums, a citywide survey, advisory engagement, and the development of a multi-year Age-Friendly Action Plan aligned with the eight domains of livability.

By participating in the AARP Network, Santa Fe receives age-friendly network support, peer learning opportunities, and national recognition, while committing to ongoing resident engagement and integration of age-friendly priorities into city planning and policy decisions.

Age-friendly Assets of Santa Fe

Santa Fe benefits from a wide range of age-friendly programs and services provided by the City of Santa Fe, Santa Fe County, and community partners. The AARP Livability Index offers additional insight by highlighting both community strengths and areas for improvement related to age-friendliness.

City of Santa Fe Aging and Community Services

The City of Santa Fe's Department of Community Services provides citywide library, senior, youth, and family programs designed to improve quality of life and increase access to resources across the lifespan. Through direct services, community facilities, and advisory bodies, the department supports residents' ability to remain connected, informed, and engaged in community life.

Department of Community Services

The Department of Community Services is organized into three primary divisions that serve as key access points for information, services, and community engagement. In addition to direct

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programming, the department provides staff support for boards, commissions, and initiatives that elevate resident voice and guide policy development:

- **Libraries Division:** Operates the City's public library system, offering lending collections, technology access, educational programming, and community learning spaces for residents of all ages. Libraries also function as inclusive community hubs that promote literacy, digital access, and informal social connection.
- **Senior Services Division:** Administers a citywide aging services system that supports independent living, health and wellness, transportation, social engagement, and volunteerism for older adults.
- **Youth and Family Services Division:** Operates youth programs and community centers that provide afterschool, summer, and enrichment activities, along with family supports that promote healthy development and community engagement.
- **Community advisory bodies and initiatives:** Provides staff support for boards and commissions such as the Children and Youth Commission, Human Services Committee, Immigration Committee, Veterans Advisory Board, Women's Commission, and the Mayor's Youth Advisory Board, as well as initiatives like CONNECT that link residents to services and elevate community voice.

Division of Senior Services

The Division of Senior Services operates a coordinated network of programs designed to help older adults remain active, connected, and living safely in their homes and communities. Services are generally available to residents age 60 and older, with some volunteer programs open to adults age 55 and older. Most services are offered at no cost, with suggested donations. Core functions include:

- Supporting independent living through nutrition services, transportation, in-home and respite services, and case assistance
- Promoting healthy aging through fitness, health promotion activities, and preventive screenings
- Reducing social isolation through senior center–based activities, special events, and friendly visiting or companion programs
- Mobilizing older adults as community assets through structured volunteer programs, including AmeriCorps Seniors

Senior Centers

Senior Services operates three senior centers that serve as key access points for programs, meals, transportation connections, and community life. These centers provide congregate meals, social and recreational activities, and referrals to additional supports:

- Luisa Senior Center
- Mary Esther Gonzalez (MEG) Senior Center
- Pasatiempo Senior Center

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Senior Services Programs

Senior Services programs are designed to support aging in place, social connection, and overall well-being. Key program areas include:

- **Nutrition services:** Congregate meals at senior centers and home-delivered meals for homebound residents, supporting nutrition, socialization, and independence.
- **Transportation:** Senior-focused transportation services linked to senior centers, supporting access to meals, health care, activities, and essential services.
- **Health promotion and wellness:** Fitness and recreation programs, health promotion activities, and screenings that support strength, balance, mobility, and disease prevention.
- **Recreation, education, and social activities:** Classes, cultural and educational activities, games, special events, and Senior Olympics opportunities that foster social connection and active aging.
- **Benefits counseling and information and referral:** Assistance navigating benefits and services, along with outreach to connect older adults with community resources.
- **Respite care and home management:** Limited respite and home management services that support family caregivers and help older adults remain at home.
- **Senior Scene newsletter:** A free monthly publication that explains how to access senior services, lists activities, and shares program updates.

Together, these programs function as essential components of the community's long-term care system, complementing medical and residential services while emphasizing independence and participation.

Volunteer and Civic Engagement Programs

Senior Services also administers AmeriCorps Seniors volunteer programs that both support older adults and engage them as contributors to the community. Volunteer opportunities include:

- **Retired Senior Volunteer Program (RSVP):** Connects adults age 55 and older with volunteer placements that address local needs such as food distribution, education support, environmental projects, and emergency preparedness.
- **Foster Grandparent Program (FGP):** Engages older adults as mentors and tutors for children and youth, providing academic and social support in schools and community settings.
- **Senior Companion Program (SCP):** Supports income-eligible volunteers age 55 and older who serve as companions to homebound or isolated older adults, offering emotional support and basic assistance.
- **Care Companion Program (CCP):** Places volunteers of all ages to provide regular social visits and engagement for residents in long-term care communities.

These programs extend the reach of Senior Services while strengthening intergenerational connections.

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Santa Fe County Senior Services

Santa Fe County operates a separate senior services system serving adults age 60 and older in unincorporated areas of the county, with some facilities located within or near city limits. County services are distinct from the City of Santa Fe's Division of Senior Services.

County programs are delivered through five senior centers that offer congregate and home-delivered meals, door-to-door transportation, fitness and wellness activities, arts and educational programs, and service navigation through CONNECT. Programs are generally free or donation-based for eligible residents.

Age-Friendly Community Resources and Programs

In addition to City and County services, Santa Fe is supported by a broad ecosystem of nonprofit organizations, health systems, educational institutions, and community-based programs that contribute to age-friendly conditions. These resources play an important role in supporting older adults, caregivers, and families across health, housing, caregiving, social connection, and lifelong learning. The lists below are not comprehensive but illustrate the range of programs and services that strengthen Santa Fe's age-friendly capacities.

Health and Caregiving

Organizations in this category provide medical, caregiving, and dementia-related services that support aging in place, caregiver well-being, and quality of life.

- Age Friendly Senior Care (home care for individuals with memory loss)
- Alzheimer's Association New Mexico Chapter (Alzheimer's and dementia education and resources)
- CHRISTUS St. Vincent Center for Healthy Aging (Age-Friendly Health System)
- Life Circle (adult day services and dementia support)
- Scott's House (hospice and end-of-life care)
- The Memory Care Alliance (caregiver and dementia support services)
- Sun and Moon Eldercare (care coordination and navigation)
- Crossroads Aging Care Professionals (life care management)

Service Navigation and Information

These organizations help residents and caregivers understand, access, and coordinate available services across systems.

- CONNECT 211 (City of Santa Fe and United Way of North Central New Mexico)
- Santa Fe County CONNECT (service navigation and referrals)
- Aging and Disability Resource Center (ADRC)
- North Central New Mexico Economic Development District (Non-Metro Area Agency on Aging)

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- Santa Fe Eldercare Network (network of professionals serving Santa Fe elders)
- SHARE New Mexico (community information database)

Nutrition, Housing, and Basic Needs

Programs in this category address food security, housing stability, and essential supports that enable older adults to remain safely in their homes and communities.

- Bienvenidos Outreach (food pantry and elder support)
- REunity Resources (senior food programs, farm stand access, and community gardens)
- Housing Trust Fund of Santa Fe (affordable housing, including senior housing)
- Be The Blessing Nonprofit (assistance for seniors and veterans)
- Salvation Army Santa Fe Corps ("Love the Elderly" program)

Physical Activity, Wellness, and Fall Prevention

These programs promote physical health, mobility, and fall prevention through targeted and accessible activities.

- Punching Out Parkinson's Santa Fe (exercise programs for individuals with Parkinson's disease)
- Villages of Santa Fe (fall prevention, fitness, and aging-in-place supports)

Education, Civic Life, and Intergenerational Support

Organizations in this category support lifelong learning, civic engagement, and intergenerational connections that strengthen social participation.

- Santa Fe Community College (lifelong learning and caregiver training)
- Santa Fe Community Foundation (funding and capacity-building for senior-serving nonprofits)
- Silver Horizons (support for grandparents raising grandchildren)
- Youth Works Santa Fe (youth employment, counseling, and intergenerational services)
- Somos Un Pueblo Unido (advocacy supporting immigrant and worker rights)
- Santa Fe Indigenous Center (culturally responsive services for Indigenous elders)
- Turquoise Trail Charter School (community-based education and opportunities for intergenerational engagement)

Together, these organizations complement City and County services and reflect Santa Fe's broader commitment to supporting aging in place, caregiver resilience, cultural responsiveness, and social connection across the lifespan.

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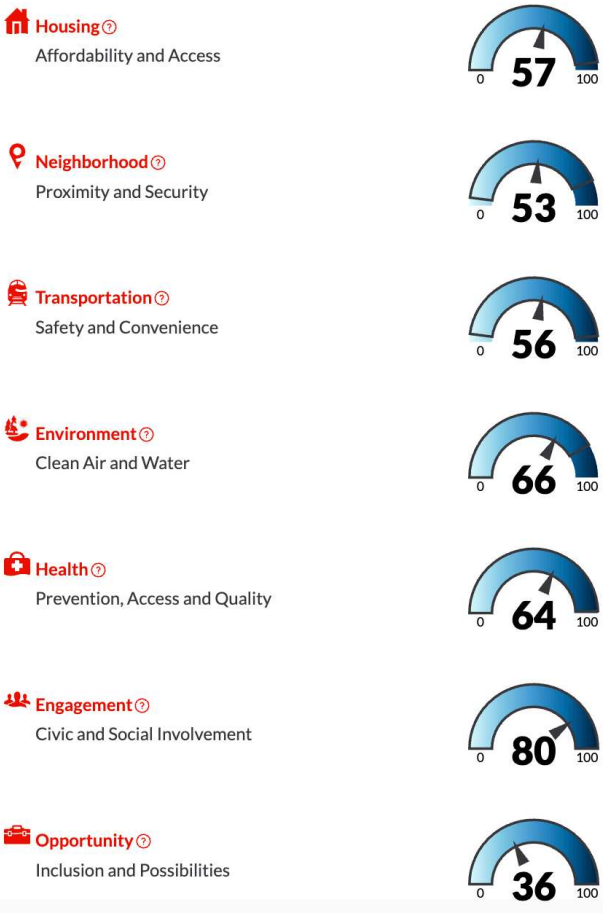
AARP Livability Index

The AARP Livability Index evaluates communities on a 0–100 scale across seven categories: Housing, Neighborhood, Transportation, Environment, Health, Engagement, and Opportunity. Santa Fe earns an above-average overall score of 59, though affordability and safety remain ongoing challenges.

The city performs strongest in Engagement (80), reflecting broad access to cultural arts, entertainment, and competitively priced internet. Santa Fe also scores well in Environment (66), supported by generally healthy air quality. Housing receives a mid-range score (57), shaped by the presence of subsidized housing alongside housing costs that exceed the national average. Opportunity is the lowest-rated category (36), driven by limited age diversity and higher levels of income inequality. The Neighborhood score (53) reflects a mixed picture, balancing strong access to libraries and parks with an above-average crime rate.



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Needs Assessment and Community Engagement

The Age-Friendly Santa Fe initiative is grounded in comprehensive community engagement and a systematic needs assessment process. The initiative gathered input from residents, community partners, and service providers to inform Santa Fe's Age-Friendly Action Plan. This needs assessment included a community survey, listening sessions, workshops, and community forums, along with insights from advisory committee members and organizational leaders working across aging, housing, transportation, health, and community services.

Core Project Team

The needs assessment was led by a small core project team composed of the Director of Community Services, the Director of Senior Services, and a contracted Project Manager. This team met regularly to plan, coordinate, and oversee the assessment process.

Advisory Committee

The core project team organized an Age-Friendly Santa Fe Advisory Committee to support the community needs assessment and development of the Age-Friendly Action Plan. The committee comprised leaders and community members from various City departments and community organizations. Members met virtually throughout 2025 and provided input on Santa Fe's age-friendliness across AARP's 8 Domains of Livability, helped identify existing strengths and areas for improvement, and offered guidance on community engagement efforts, including the survey, listening sessions, workshops, and community forums.

Age-Friendly Santa Fe Advisory Committee	
Member	**Name of Organization**
Gary Williams	AARP New Mexico
David Fresquez	Age-Friendly Senior Care
Kathleen Tunney	CHRISTUS St. Vincent Regional Medical Center
Manuel Sanchez	City of Santa Fe Division of Senior Services
Maria Tucker	City of Santa Fe Department of Community Services
Johanna Nelson	City of Santa Fe Economic Development
Kathylene Gish	City of Santa Fe Mayor's Committee on Disability
Margaret Neill	City of Santa Fe Public Library
Julie Sanchez	City of Santa Fe Youth and Family Services
Jennifer Nevarez	CommUNITY Learning Network
Daniel Lopez	Designated ADA Coordinator, Equity and ADA Manager
Kevin Bowman	Human Rights Alliance
Matilda Byers	Santa Fe County Seniors Services
Erick Aune	Santa Fe Metropolitan Planning Organization (MPO)
Ann Church	Villages of Santa Fe
Andrew West	Age-Friendly Santa Fe Project Manager

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In addition to the Advisory Committee meetings, the core project team also met with other community leaders and organizational representatives to gather additional perspectives. Together, this input complemented feedback from residents and helped inform the priorities, goals, and strategies included in the Age-Friendly Action Plan.

Community Engagement Process

Residents were engaged to understand what supports living and aging well in Santa Fe and to inform the development of the Age-Friendly Action Plan. Multiple opportunities for input were provided, including a survey, listening sessions, workshops, and community forums. All materials and activities were available in English and Spanish, with interpretation provided at in-person events.

Information about the Age-Friendly Santa Fe initiative and opportunities to participate was shared through multiple channels, including:

- The Age-Friendly Santa Fe website
- Newsletters and email announcements
- Flyers distributed in City buildings and facilities
- Senior Scene newsletter (print and online)
- Community partner networks and email lists

Community partners—particularly organizations working closely with Spanish-speaking residents—supported outreach by sharing bilingual and Spanish-language invitations.

Community Survey

The initiative developed an abbreviated survey based on the AARP Age-Friendly Community Survey. The survey was available in English and Spanish. Residents could complete the survey:

- Online through the City's Age-Friendly website
- In paper form at all City senior centers and public libraries

The survey was promoted through newsletters, flyers, email lists, and community outreach activities. Spanish-language paper surveys were also distributed in person at an event hosted by community partner Somos Un Pueblo Unido.

Listening Sessions

Listening sessions were small group conversations where residents shared perspectives on what supports quality of life in Santa Fe and what could be improved as people age. Sessions focused on topics aligned with AARP's 8 Domains of Livability and were held at the City's three senior centers.

Sessions were conducted in English with Spanish interpretation available. Flyers and invitations were hand-delivered to residents living near affordable housing units at the Luisa and

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Pasatiempo centers. One listening session planned to be conducted entirely in Spanish, in partnership with Somos Un Pueblo Unido, did not have any attendees.

Workshop Series

A four-part workshop series was hosted at Santa Fe Public Library locations and focused on skills that support aging well. Each workshop lasted approximately 90 minutes and included a presentation followed by group discussion. Participants shared ideas about how Santa Fe can better support residents as they age. Workshops were held in English with Spanish interpretation available.

Community Forums

Six community forums were held later in the process to share findings from the survey, listening sessions, and workshops. Residents were invited to respond to early findings and provide feedback on draft goals and strategies for the Age-Friendly Action Plan. Forums were held at City library locations and senior centers and were conducted in English with Spanish interpretation available.

Language Access and Inclusion

Language access was prioritized throughout the engagement process. All outreach materials and surveys were available in English and Spanish, and Spanish interpretation was provided at listening sessions, workshops, and community forums. Community partnerships supported targeted outreach through Spanish-language communications and in-person engagement.

How Community Input Was Used

Information from the survey, listening sessions, workshops, and community forums was reviewed together to identify common themes, shared priorities, and key concerns. Community forums provided an opportunity for residents to respond to preliminary findings and help refine ideas. Together, this input informed the priorities, goals, and strategies of the Age-Friendly Action Plan.

Event Participation	
Engagement Activity	Participants
Workshops	113
Listening Sessions	92
Community Forums	75
Total Participation*	280
Unique Participants	260

Survey Participation	
Paper Surveys	68
Online Surveys	494
Spanish Surveys	16
English Surveys	546
Total Surveys	562

* Note: Some residents took part in more than one activity.

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Needs Assessment Results

Survey Results

Summary of Survey Results	
Topic Area	**Key Findings**
Perceptions of Aging in Santa Fe	• 67% rated Santa Fe as a good or very good place to age • Average rating: 3.12 ("Good")
Aging in Place & Independence	• Over 90% rated staying in their home as important or very important • Over 90% rated living independently as important or very important • 73% rated staying in Santa Fe as important or very important
Housing Situation & Needs	• 83% reported owning their home; 16% reported renting • 39% reported home repairs / modifications would be helpful
Transportation & Mobility	• 88% reported having reliable transportation • 94% primarily drive themselves • Smaller shares reported walking, biking, ride services, or public transit
Social Connection (Frequency)	• 94% reported regular communication with family, friends, or neighbors • 75% reported social interaction at least three days per week • 55% expressed interest in additional social or volunteer opportunities
Social Connection (Where People Connect)	• Respondents connected through gyms, support groups, faith-based organizations, and community centers • Many described informal connections through friends, family, work, and volunteering • A smaller group reported limited or no social connection
Information Access & Technology Use	• 93% reported daily internet use • 97% use smartphones; 95% email; 91% text messaging • Common sources included newspapers, personal networks, social media, and libraries
Use of City Resources	• 90% reported using Santa Fe libraries • 38% reported using recreation centers • 18% reported using senior centers
Employment & Financial Resources	• 50% reported being fully retired • 62% were unsure whether sufficient financial wellness resources are available
Respondent Demographics	• Average age: 68 • 71% identified as female • 76% identified as White; 15% Hispanic

Response results for all survey questions are provided in **Appendix B Age-Friendly Santa Fe Survey Results.**

Survey results indicate that most respondents view Santa Fe as a good place to age and report strong social connection and high use of technology. At the same time, housing stability, independence, and transportation emerged as central priorities, with many respondents identifying home repairs, accessibility modifications, and reliable mobility as important to aging in place. While most respondents reported good health and regular social interaction, gaps between the importance of key livability domains—particularly healthcare, housing, transportation, and employment—and current community conditions suggest areas where improvements are needed. Together, these findings highlight both strong community assets and persistent structural challenges that informed the focus areas and strategies outlined in the Age-Friendly Action Plan.

Priority livability domains were identified by comparing resident ratings of importance and current quality for each domain. Domains with the largest gaps—those rated as highly important but lower in quality—were prioritized for this action plan.

Survey Results – Domains of Livability	
Topic Area	**Key Findings**
Most Important Livability Domains	• Healthcare • Feeling valued across ages • Safety • Access to information
Lowest Rated Livability Domains	• Housing • Transportation • Employment • Healthcare
Priority Domains	• Largest gaps between importance and current conditions were in ○ Healthcare ○ Transportation ○ Housing ○ Employment

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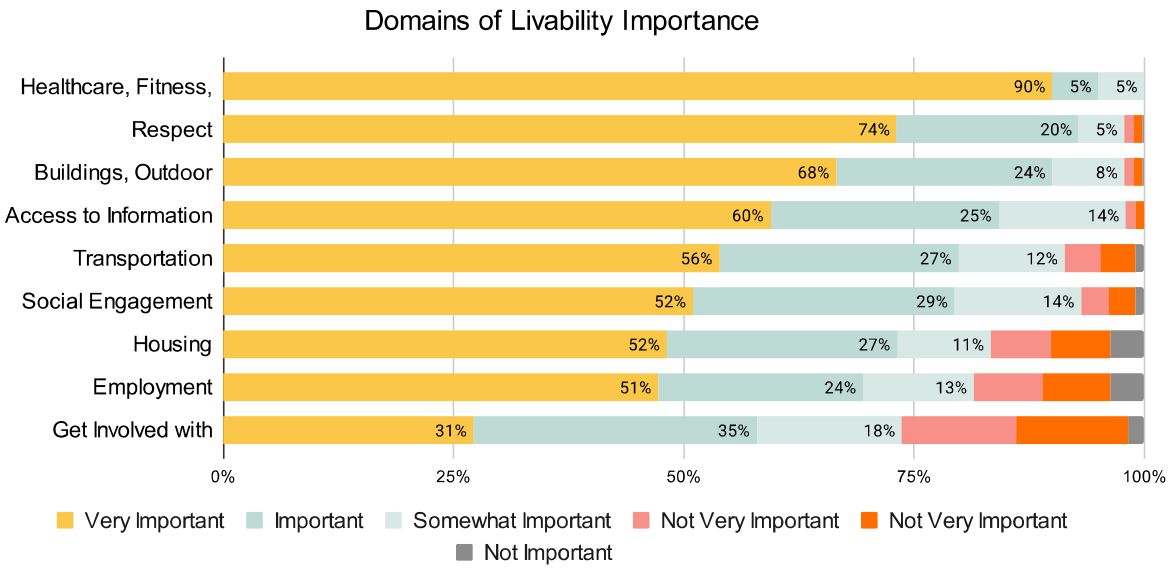
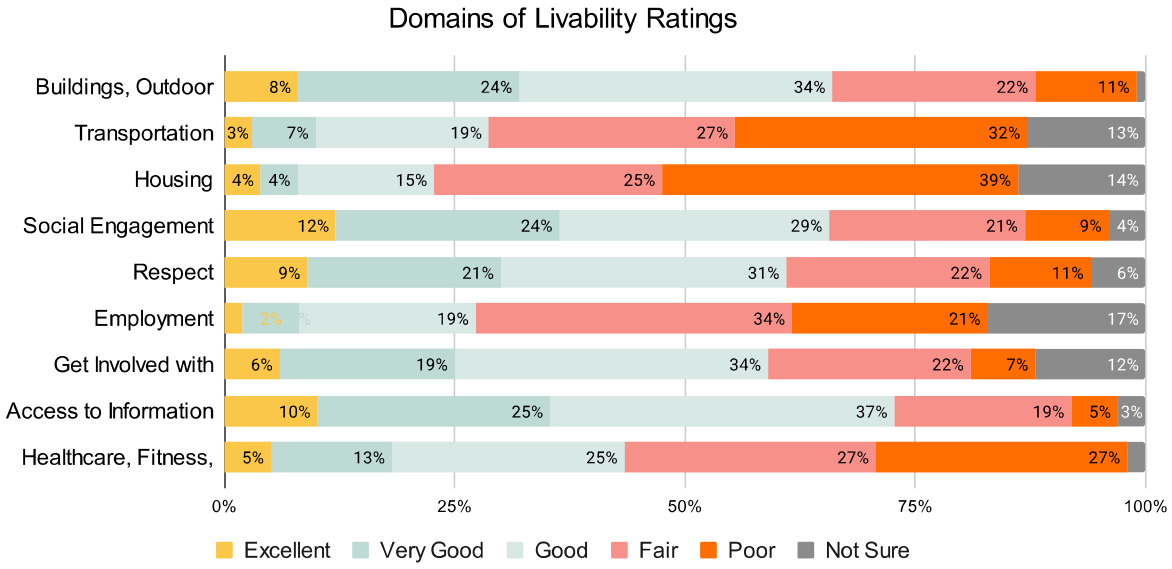
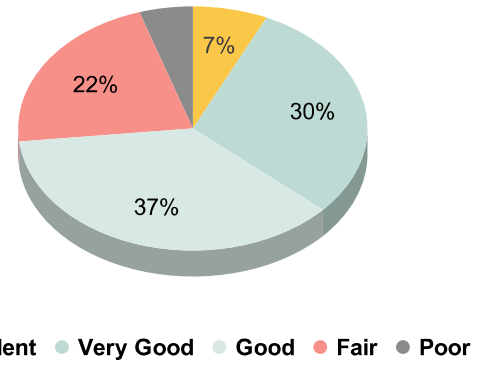
Select Charts and Graphs of Survey Results on the Livability of Santa Fe





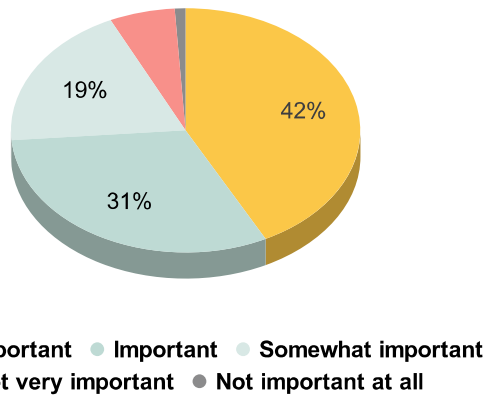
How would you rate Santa Fe as a place to live as someone ages?	n	%
Good	209	37%
Very Good	168	30%
Fair	123	22%
Excellent	40	7%
Poor	28	5%
No Response	8	
Average Score	3.12	

How would you rate Santa Fe as a place to live as someone ages?



How important is it for you to stay in Santa Fe as you age?	n	%
Very important	237	42%
Important	175	31%
Somewhat important	104	19%
Not very important	35	6%
Not important at all	8	1%
No Response	17	
Average Score	4.07	

How important is it for you to stay in Santa Fe as you age?



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Key Themes from Listening Sessions, Workshops, and Community Forums

Summary of Listening Session, Workshop, and Community Forum Results	
Theme	**Key Concerns Raised by Participants**
1. Moving Through the City Feels Increasingly Hard and Risky	• Unsafe street crossings, especially on major corridors • Fast-moving traffic and driver behavior that feels dangerous • Uneven, missing, or poorly maintained sidewalks • Poor or inconsistent lighting and affecting comfort and safety of public spaces
2. Transportation Is the Link Between Resources and Daily Life	• Difficulty scheduling rides, especially with advance notice requirements • Bus routes and schedules that do not align with daily needs • Limited flexibility for same-day or spontaneous trips • Reliance on neighbors or informal help when systems fall short
3. Housing Works Best When It Is Affordable and Close to Daily Needs	• Limited affordable housing near healthcare, groceries, and services • Rising costs affecting long-term residents' ability to remain in place • Impacts of second homes and short-term rentals on availability • Difficulty aging in place when housing is far from resources
4. Access to Santa Fe's Cultural Life Is Uneven for Full-Time Residents	• Limited parking near cultural sites and downtown • Limited parking availability for residents/those with mobility needs • Cultural areas perceived as oriented toward tourists • Tension between full-time residents and seasonal residents
5. Staying Connected Requires Energy, Access, and Opportunity	• Transportation and safety barriers limiting participation • Health limitations affecting ability to engage regularly • Isolation among some residents who remain disengaged
6. Being Active Is Essential, but Not Always Easy	• Limited access to pools, gyms, and recreation facilities • Transportation and distance barriers to physical activity • Safety concerns limiting walking and outdoor movement • Inconsistent availability of programs or staffing
7. Access to Information and Communication Is Unclear and Inconsistent	• Limited awareness of available programs and services • Confusion about where to find accurate information • Lack of clear follow-up when concerns are reported • Reliance on libraries, newsletters, staff, and word-of-mouth
8. People Feel Heard in These Conversations, but Less So Elsewhere	• Few opportunities outside these sessions to share concerns • Uncertainty about whether input leads to action • Difficulty navigating city processes and decision-making • Sense of distance between residents and formal systems

Across listening sessions, workshops, and community forums, participants described how mobility, housing, and access shape daily life and independence in Santa Fe. Safety concerns related to traffic speed, pedestrian infrastructure, lighting, and noise were frequently raised, influencing where people go, when they go out, and whether they feel comfortable participating in community life.

Transportation emerged as a central connecting factor rather than a standalone issue. Participants emphasized that access to food, healthcare, cultural activities, social connection, and physical activity depends on reliable and flexible transportation. When systems do not align with daily needs, residents rely on informal support, plan far in advance, or opt out of activities altogether.

Housing was discussed primarily in terms of affordability and proximity to daily needs. Participants described the ability to live near healthcare, grocery stores, parks, libraries, and cultural spaces as essential to aging in place and maintaining independence. Rising housing costs, second homes, and short-term rentals were cited as factors limiting stable housing options for full-time residents.

Participants also highlighted the importance of social connection, physical activity, and access to information. While Santa Fe offers valued cultural, recreational, and community assets, barriers related to safety, transportation, health limitations, and uneven access can limit participation. Libraries, trusted staff, newsletters, and in-person conversations were consistently identified as reliable sources of information, while many expressed frustrations with unclear processes and limited follow-up when concerns are raised. Despite these challenges, participants valued the opportunity to be heard through the engagement process and expressed a desire for more consistent avenues for resident input.

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Key Insights from Advisory Committee, Resource Providers, and Community Leaders

Insights from Advisory Committee, Resource Providers, and Community Leaders	
Theme	**Key Insights**
Fragmentation of Services, Resources, and Networks	• Services operate across many organizations with limited coordination • Providers often lack visibility into one another's work • Residents experience support as disconnected rather than system-based
Awareness and Navigation as Central Barriers	• Services exist but are not consistently visible to residents • Navigation pathways are unclear or informal • Access often depends on personal networks or timing
Transportation as the Link Between Services, Housing, and Daily Life	• Transportation determines practical access to services and opportunities • Mobility challenges affect work, caregiving, health, and participation • Transportation efforts are not always connected to other systems
Housing, Location, and Access Are Inseparable	• Housing stability depends on affordability, location, and connectivity • Rising costs and limited supply affect residents across life stages • Short-term rentals and cost of living increase instability and homelessness risk
Existing Platforms Offer Untapped Potential for Connection	• Trusted tools and institutions already exist • These platforms reach residents across ages and life circumstances • Their role as shared entry points is not consistently reinforced
Communication and Coordination Shape How Systems Are Experienced	• Inconsistent communication leads to gaps and confusion • Coordination relies on informal relationships • Systems function better individually than collectively
Disability, Accessibility, and Inclusive Services Shape Daily Life	• Accessibility benefits people of all ages and abilities • Inclusive design supports independence and participation • Inconsistent accessibility limits engagement and increases isolation
Aging as a Lifespan Experience	• Aging is shaped by everyday systems, not age alone • The same systems affect families, workers, caregivers, and businesses • A lifespan lens highlights shared community impacts

Input from advisory committee members, resource providers, and community leaders highlighted that Santa Fe offers many programs and services that support aging well, but these efforts are often experienced as fragmented rather than as a coordinated system. Limited visibility across organizations and inconsistent coordination make it difficult for residents to understand how resources connect or how support evolves across different life stages.

Across discussions, awareness and navigation emerged as central barriers to access. Services were generally viewed as valuable once found, but information about them does not consistently reach residents in clear or predictable ways. Access often depends on personal networks, informal referrals, or timing, underscoring the importance of improving communication and coordination across City efforts and community partners.

Transportation and housing were consistently identified as foundational systems shaping access to daily life. Reliable transportation determines whether residents can reach healthcare, work, education, and community activities, while housing stability depends on affordability, location, and proximity to services. Participants emphasized that inclusive design, accessibility, and trusted information platforms—such as libraries and CONNECT Santa Fe—play a critical role in supporting participation across ages and abilities. Together, these insights reinforce the importance of addressing aging as a lifespan issue shaped by everyday systems, informing the focus areas and strategies of the Age-Friendly Action Plan.

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Age-Friendly Santa Fe Action Plan Focus Areas

The following focus areas identify the key conditions that shape residents' ability to live and age well in Santa Fe and serve as the foundation for the Action Plan's goals and strategies.

Focus Areas to Ground Age-Friendly Santa Fe Action Plan Goals and Strategies	
Focus Area	**Why This Matters**
Transportation	• Transportation supports independence by determining whether residents can access healthcare, housing, social activities, and essential services as mobility needs change.
Housing	• Stable and affordable housing is critical to aging well, as cost, accessibility, and location affect health, safety, and the ability to stay connected to the community.
Communication & Information	• Clear and coordinated communication helps residents understand how to find and use services and resources, especially during times of transition or increased need.
Social Engagement & Participation	• Social engagement and participation support well-being by fostering connection, belonging, and involvement in community life, which are important for health and quality of life at all ages.
Health & Wellness	• Health and wellness are central priorities for residents and are closely connected to transportation, housing stability, and opportunities for social engagement.
Safety & Public Spaces	• Safe and accessible public spaces influence residents' confidence, mobility, and willingness to participate in community life.

The focus areas for Santa Fe's Age-Friendly Action Plan were developed by synthesizing findings from the full needs assessment process, including the community survey, listening sessions, workshops, and input from community partners, service providers, community leaders, and the Age-Friendly Santa Fe Advisory Committee. Rather than relying on a single source, the initiative identified patterns that appeared consistently across the needs assessment.

The selected focus areas reflect the conditions that most influence residents' ability to live and age well in Santa Fe. They represent interconnected aspects of daily life that shape independence, access to services, social connection, and participation in the community. Challenges in one area—such as transportation—often affect others, including access to healthcare, housing options, and opportunities for engagement.

Together, these focus areas provide a clear framework for organizing the goals and strategies of the Action Plan and responding to the priorities identified by residents and community partners to improve age-friendliness in Santa Fe.

Review

Mission, Values, and Guiding Principles

Mission

The purpose of this Action Plan is to advance a coordinated, all-ages approach to aging well by aligning City policies, programs, and partnerships; elevating Senior Services as a strategic partner in City governance; and leveraging existing City efforts to create inclusive, accessible, and connected communities for residents across the lifespan.

Values

Aging Is a Lifespan Experience

Aging is a continuous process that affects all residents. Planning for aging well means creating conditions that support people at every stage of life, not only in older adulthood.

Inclusion and Accessibility Are Essential

Age-friendly, ability-friendly and family-friendly design, communication, and services are fundamental to participation, safety, and well-being for individuals, families, and communities.

Coordination Strengthens Impact

Meaningful progress is achieved by aligning efforts across departments, organizations, and initiatives rather than working in isolation or duplicating services.

Community Knowledge Matters

The lived experience of residents, families, business owners, workers, caregivers, and service providers is essential to understanding needs, identifying gaps, and shaping effective strategies.

Senior Services Is a Strategic Asset

The Division of Senior Services plays a critical role not only in service delivery but in advocacy, capacity building, and collaboration across the City and community partners.

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Guiding Principles

Apply an All-Ages Lens

Consider how policies, programs, and investments support people now and as they age, with attention to continuity, prevention, and adaptability over time.

Build on Existing Work

Leverage current City plans, programs, and partnerships whenever possible, strengthening alignment and avoiding unnecessary duplication.

Integrate Early

Include age- and ability-inclusive considerations at the earliest stages of planning, design, and decision-making.

Strengthen Collaboration and Shared Responsibility

Promote partnerships across City departments, community organizations, and residents, with shared ownership of goals and outcomes.

Improve Navigation and Clarity

Prioritize strategies that make information easier to find, services easier to access, and systems easier to understand.

Support Sustainable Capacity

Advance approaches that are realistic, scalable, and sustainable, strengthening long-term capacity rather than short-term solutions.

These mission, values, and principles are the foundation for the goals, strategies, and actions outlined in this plan. They are intended to guide decision-making, promote alignment across City efforts, and support a consistent, all-ages approach to the quality of life for Santa Fe residents.

The following goals translate community priorities into coordinated strategies and actions. Goals define intended outcomes, strategies describe how the City will respond, and actions identify priority areas for implementation.

Implementation of these strategies and actions will be led through collaboration among the Age-Friendly Advisory Committee or Task Force, the Department of Community Services, and the Division of Senior Services. Specific roles, responsibilities, timelines, and success indicators are detailed in the implementation tables provided in Appendix A Age-Friendly Santa Fe Action Matrix.

These goals, strategies, and actions are an initial roadmap for advancing age-friendly priorities. As implementation proceeds, the initiative may pivot, refine, or adopt new strategies in response to continued community engagement, evaluation, and changing conditions.

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Cross-Cutting Strategies

1. Establish shared leadership and resident involvement to guide Age-Friendly Action Plan implementation.
2. Position Senior Services as a coordinating and advocacy hub across City initiatives and programs.
3. Integrate age-friendly, ability-friendly, and family-friendly priorities into existing City plans, programs, and partnerships.
4. Strengthen communication, engagement, and feedback loops across City and community partner systems.

Cross Cutting Actions

Governance and Infrastructure

- Establish an Age-Friendly Advisory Committee or Task Force to guide implementation, incorporate ongoing community input, and report progress to City Council.
- Explore the creation of a dedicated age-friendly and community engagement staff position within Senior Services or Community Services.

Engagement and Input

- Host regular meetings, workshops, and community conversations focused on domain-specific areas of livability.
- Use senior centers, libraries, and community venues as consistent access points for gathering age-friendly community input.
- Establish a clear pathway for resident input to flow from the aging services network through Community Services to the Advisory Committee or Task Force and City Council.

Planning and Coordination

- Engage City planning processes to ensure age-friendly considerations are incorporated.
- Integrate age-friendly language and principles into City plans, policies, and reports.
- Position Senior Services as a strategic planning partner to support coordination across the City.

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Transportation Goals, Strategies, and Actions

Goal

Improve transportation options so residents of all ages can reliably and safely get to healthcare, services, work, social activities, and community events.

Strategies

1. Apply an age- and ability-inclusive approach to transportation planning and services
2. Use resident transportation experience to inform planning and decision-making
3. Improve access to transportation services and key destinations
4. Coordinate transportation efforts across City and regional partners

Summary of Priority Actions

- Engage transportation planning bodies to incorporate age-friendly, ability-friendly, and family-friendly community insights.
- Increase community participation in the planning and evaluation of transportation plans and initiatives.
- Host transportation-specific listening sessions and information events.
- Identify gaps in parking availability, routes, hours, and destinations within City transportation services.
- Improve access to cultural, recreational, and community destinations through City transportation services.
- Promote awareness and use of City transportation and infrastructure reporting systems.
- Improve coordination with transit providers.
- Promote awareness of safety, sidewalk, lighting, and street issue reporting mechanisms.

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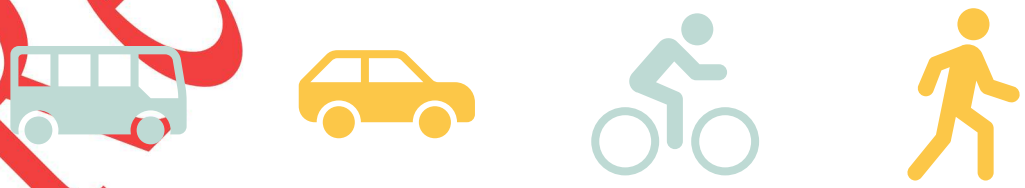

Housing Goals, Strategies, and Actions

Goal

Support housing conditions and options that allow residents to remain safely, affordably, and comfortably in their homes and neighborhoods throughout different stages of life.

Strategies

1. Integrate and strengthen age-friendly, aging-in-place and accessibility considerations into existing housing planning, operations, and initiatives
2. Use resident housing experience to inform housing and land-use decisions
3. Improve access to housing resources and supports
4. Support housing stability and safety across the lifespan

Summary of Priority Actions

- Engage housing planning bodies to integrate age-friendly, ability-friendly, and family-friendly community insights.
- Increase community participation in housing and land-use planning and evaluation processes.
- Host housing-specific listening sessions and information events.
- Improve and expand awareness of City housing resources, programs, and affordable housing initiatives.
- Educate developers, landlords, and property and land organizations on age-friendly and universal design principles and related policies.

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Communication and Information Goals, Strategies, and Actions

Goal

Make it easier for residents to find, understand, and navigate information about services, programs, and community resources across the city.

Strategies

1. Coordinate how information is shared across the aging services and community services networks.
2. Improve resident utilization and navigation of City and community partner resources.
3. Strengthen follow-through and transparency in communication.

Summary of Priority Actions

- Build and maintain an Age-Friendly website that serves as a centralized clearinghouse for age-friendly resources, programs, and services.
- Develop and distribute printed, paper-based Age-Friendly information and resource guides to ensure access for residents who face barriers to digital tools or online information.
- Launch an Age-Friendly commitment and recognition program for organizations and businesses.
- Improve information sharing and cross-promotion across the aging services network.
- Create and maintain a coordinated age-friendly calendar of events.
- Strengthen promotion and integration of CONNECT 211 across City, County, and community partner services.
- Plan, organize, and host an annual Age-Friendly fair or community event.
- Add a regular Age-Friendly feature to the *Senior Scene* newsletter.
- Improve and expand the City's use of bilingual information and resources.
- Improve and expand collaboration with organizations serving Spanish- and Native-language-speaking community members.

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Health and Wellness Goals, Strategies, and Actions

Goal

Strengthen access to healthcare, wellness, and preventive services that support physical, mental, and social well-being across the lifespan.

Strategies

1. Promote healthy aging and a lifespan approach to well-being
2. Use City senior centers and libraries as hubs for intergenerational wellness and learning.
3. Improve access to health, caregiving, and health-prevention resources.
4. Support active and engaged living, independence, and social well-being.

Summary of Priority Actions

- Offer workshops on healthy aging and intergenerational topics.
- Design and facilitate trainings for City leaders and staff on aging, ageism, and lifespan approaches.
- Expand intergenerational wellness, technology, and learning programming at City senior centers.
- Expand educational, social, and health and wellness programming at City senior centers.

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Social Engagement and Participation Goals, Strategies, and Actions

Goal

Strengthen social connection, belonging, civic participation, and economic engagement so residents of all ages feel valued, connected, and able to contribute to community life.

Strategies

1. Strengthen social connection and participation across the lifespan
2. Use Senior Services and partners to connect residents to opportunities
3. Expand intergenerational engagement and shared community life
4. Support work, volunteering, and entrepreneurship as forms of participation

Summary of Priority Actions

- Expand intergenerational programming through libraries and schools.
- Support older adult entrepreneurship and workforce participation through City and community partner initiatives.
- Strengthen the role of senior centers as hubs for connection and participation.
- Engage community partner organizations to increase community awareness and understanding of diverse family structures.
- Improve and expand coordination of City and community partner volunteer networks.

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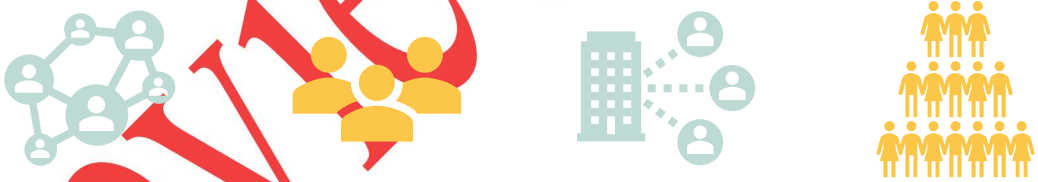

Safety and Public Spaces Goals, Strategies, and Actions

Goal

Improve the safety, accessibility, and usability of public spaces so residents of all ages feel confident moving through and participating in community life.

Strategies

1. Use resident experience to inform safety and public space decisions
2. Improve coordination to address safety and accessibility concerns
3. Improve awareness and use of safety and reporting systems
4. Support inclusive, accessible, and connected public spaces

Summary of Priority Actions

- Improve awareness of the City's safety and ADA reporting systems.
- Incorporate feedback loops so residents understand what happens after issues are reported.
- Engage neighborhood associations in age-friendly community safety efforts.
- Promote aging-in-place villages and other neighborhood-based community connections.
- Improve and expand adoption of the City's Neighborhood Watch program.

Review Draft

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Appendix A Age-Friendly Santa Fe Action Matrices

How to Read the Implementation Tables

The tables in this appendix summarize the actions that support the Age-Friendly Action Plan and identify roles, indicators, and timing for implementation.

Column Descriptions

Action
Describes the specific activity or effort to be undertaken to advance the goal. Actions are written to reflect what will be done, not how it will be implemented in detail.

Lead with Key Partners
Identifies the department, group, or body responsible for coordinating implementation of the action as well as Key Partners to support or advise implementation as appropriate:

- Age-Friendly Advisory Committee/ Task Force
- City of Santa Fe Department of Community Services
- City of Santa Fe Division of Senior Services

Key partners should commit to collaborating with appropriate City Departments, committees, boards, and/or teams who specialize in goals areas (e.g. Housing, Transportation, etc.).

Indicators
Describes how progress or completion of the action will be demonstrated. Indicators focus on documentation of implementation, coordination, participation, or increased awareness.

Timeline
Indicates the expected timeframe for implementation:

- Short-term: 1–2 years
- Mid-term: 3 years
- Ongoing: Continuing or recurring efforts

Additional Resources Needed?
Indicates whether implementation is expected to require resources beyond existing staff capacity or current budgets. This column does not imply a funding commitment and may be refined through future planning and budget processes.

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Cross-Cutting Actions

Cross-Cutting Actions				
Action	**Lead / Key Partners**	**Indicators**	**Timeline**	**Additional Resources Needed?**
Governance and Infrastructure				
1. Establish an Age-Friendly Advisory Committee or Task Force to sustain the Age-Friendly Santa Fe initiative, monitor implementation of strategies and actions, incorporate ongoing community input, and provide regular progress reports to City Council.	City Council/ Senior Services	Committee established and meeting regularly; progress updates provided to City Council	Short-term	N
2. Explore the creation of a dedicated age-friendly and community engagement staff position within Senior Services or Community Services to support coordination, implementation, and reporting of the age-friendly initiative.	Community Services / Senior Services	Role assessed and leadership decision documented	Short-term	Y
Engagement and Input				
1. Host regular meetings, workshops, and community conversations focused on domain-specific areas of livability (e.g., transportation, housing, health, and safety) to inform planning and decision-making.	Advisory Committee / Community Services	Engagement activities conducted; community input documented	Ongoing	N
2. Use senior centers, libraries, and community venues as consistent access points for gathering age-friendly community input.	Community Services	Input gathered across multiple venues; resident participation documented	Ongoing	N
3. Establish a clear pathway for resident input to flow from the aging services network through Community Services to the Advisory Committee/Task Force and City Council.	Advisory Committee / Community Services	Input pathway defined and in use; feedback shared with City Council	Short-term	N
Planning and Coordination				
1. Engage City planning processes (e.g., The City's General Plan, Santa Fe Forward) to ensure age-friendly considerations are incorporated.	Advisory Committee	Age-friendly considerations documented in planning processes	Mid-term	N
2. Integrate age-friendly language and principles into City plans, policies, and reports.	Advisory Committee	Age-friendly language incorporated into City documents	Mid-term	N

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Cross-Cutting Actions				
Action	**Lead / Key Partners**	**Indicators**	**Timeline**	**Additional Resources Needed?**
Governance and Infrastructure				
3. Position Senior Services as a strategic planning partner within the City to support integration and coordination of age-friendliness throughout the city.	Advisory Committee	Cross-departmental coordination involving Senior Services documented	Ongoing	N

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Transportation Actions

Transportation				
Action	**Lead / Key Partners**	**Indicators**	**Timeline**	**Additional Resources Needed?**
1. Engage transportation planning bodies (e.g., MPO) to incorporate age-friendly, ability-friendly, and family-friendly insights from community members into transportation planning processes.	Advisory Committee / Senior Services	Age-friendly priorities documented in planning processes	Short-term	N
2. Increase community participation in the planning and evaluation of transportation plans and initiatives (e.g., MPO, Santa Fe Forward).	Advisory Committee / Community Services	Resident participation documented; community input incorporated	Short- to Mid-term	N
3. Host transportation-specific listening sessions and information events at libraries, senior centers, and other City and community partner venues to inform planning and service improvements.	Advisory Committee / Community Services	Engagement activities conducted; resident participation documented	Short-term	N
4. Identify gaps in parking availability, routes, hours, and destinations within City transportation services through structured community input.	Advisory Committee / Senior Services	Service gaps identified and documented	Short- to Mid-term	N
5. Improve access to cultural, recreational, and community destinations for residents through City transportation services.	Community Services / Senior Services	New or improved routes, stops, schedules, or connecting services identified and documented.	Mid-term	Y
6. Promote awareness and use of City transportation and infrastructure reporting systems.	Community Services / Senior Services	Outreach or communication efforts implemented and documented	Short-term	N
7. Improve coordination with transit providers to enhance service alignment and reliability.	Community Services / Senior Services	Coordination with transit providers documented	Mid-term	N
8. Improve awareness of safety, sidewalk, lighting, and street issue reporting mechanisms.	Community Services	Outreach or communication efforts implemented and documented	Short-term	N

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Housing Actions

Housing				
Action	**Lead / Key Partners**	**Indicators**	**Timeline**	**Additional Resources Needed?**
1. Engage housing planning bodies (e.g., Office of Affordable Housing, etc.) to integrate age-friendly, ability-friendly, and family-friendly insights from community members into housing and land use planning.	Advisory Committee /	Age-friendly considerations documented in housing plans	Short-term	N
2. Increase community participation in the planning and evaluation of housing and land use plans and initiatives (e.g., Santa Fe Forward, etc.).	Advisory Committee / Community Services	Resident input documented and incorporated	Short- to Mid-term	N
3. Host housing-specific listening sessions and information events at libraries, senior centers, and other City and community partner venues to inform housing policies and programs.	Advisory Committee / Community Services	Engagement activities conducted; community participation documented	Short-term	N
4. Improve and expand awareness of City housing resources, programs, and affordable housing initiatives.	Advisory Committee / Community Services	Outreach or communication efforts to increase awareness of housing resources documented	Mid-term	N
5. Educate developers, landlords, and property and land organizations on age-friendly and universal design principles and related policies.	Advisory Committee	Educational outreach conducted; participation documented	Mid-term	N

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Communication and Information Actions

Communication and Information				
Action	**Lead / Key Partners**	**Indicators**	**Timeline**	**Additional Resources Needed?**
1. Build and maintain an Age-Friendly website that functions as a centralized clearinghouse for information and access to age-friendly resources, programs, and services from the City, community partners, and providers within the aging services network.	Community Services / Senior Services	Website launched and maintained	Short-term	Y
2. Develop and distribute printed, paper-based Age-Friendly information and resource guides through libraries, senior centers, community venues, and trusted community partners to ensure access for residents who face barriers to digital tools or online information.	Senior Services / Community Services	Materials distributed through multiple access points	Short-term	N
3. Launch an Age-Friendly commitment and recognition program by which organizations and businesses: a. identify which domains of livability their services or products support, and b. commit to age-friendly, ability-friendly, and family-friendly policies and practices.	Senior Services / Economic Development	Program launched; organizational participation documented	Mid-term	N
4. Improve information sharing and cross-promotion across the aging services network to reduce duplication and improve access.	Senior Services	Coordination across the aging services network documented	Ongoing	N
5. Create and maintain a comprehensive and coordinated age-friendly calendar of events from City departments and aging services network providers.	Senior Services / Community Services	Calendar maintained and used	Short-term	N
6. Strengthen promotion and integration of CONNECT 211 across City, County, and community partner services.	Community Services / Advisory Committee	Outreach or integration efforts to promote CONNECT 211 documented; participation documented	Mid-term	N
7. Plan, organize, and host an annual Age-Friendly fair or event that brings together City departments, community organizations, aging services providers, family services providers, and local businesses.	Senior Services / Community Services	Event conducted; community participation documented	Annual	Y

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Communication and Information				
Action	**Lead / Key Partners**	**Indicators**	**Timeline**	**Additional Resources Needed?**
8. Add a regular Age-Friendly feature to the Senior Scene newsletter to highlight age-friendly concepts and promote community partners.	Senior Services	Contributors identified; features written and published	Ongoing	N
9. Improve and expand the City's use of bilingual information and resources.	Advisory Committee / Community Services	Bilingual materials or outreach efforts created and documented	Ongoing	Y
10. Improve and expand collaboration with community organizations that serve Spanish- and Native-language-speaking community members.	Advisory Committee / Community Services	Outreach with partners; collaborations documented	Ongoing	N

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Health and Wellness Actions

Health and Wellness				
Action	**Lead / Key Partners**	**Indicators**	**Timeline**	**Additional Resources Needed?**
1. Offer workshops on healthy aging and intergenerational topics at libraries, senior centers, schools, and community partner locations.	Senior Services / Community Services	Workshops delivered; resident participation documented	Short-term	Y
2. Design and facilitate trainings for City leaders and staff on aging, ageism, and lifespan approaches to community building and City governance.	Advisory Committee / Senior Services	Trainings delivered; staff participation documented	Short-term	Y
3. Expand intergenerational wellness, technology, and learning programming at senior centers.	Senior Services / Community Services	New programs identified; facilitation and participation documented	Mid-term	Y
4. Expand educational, social, and health and wellness program offerings at the Pasatiempo and Luisa senior centers.	Senior Services / Community Services	New programs identified; facilitation and participation documented	Mid-term	Y

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Social Engagement and Participation Actions

Social Engagement and Participation				
Action	**Lead / Key Partners**	**Indicators**	**Timeline**	**Additional Resources Needed?**
1. Expand intergenerational programming through libraries and schools.	Community Services / Senior Services	Programs implemented; partnerships established; participation documented	Mid-term	N
2. Support older adult entrepreneurship and workforce participation through City and community partner initiatives.	Advisory Committee / Community Services	Participation in entrepreneurship or workforce initiatives documented	Mid-term	N
3. Strengthen the role of senior centers as hubs for connection and participation.	Senior Services / Advisory Committee	Expanded use of senior centers for social connection identified and documented	Ongoing	N
4. Engage community partner organizations to increase community awareness and understanding of diverse family structures (e.g., multigenerational households, LGBTQ+ communities).	Advisory Committee / Community Services	Outreach conducted and documented; resident participation documented	Short- to Mid-term	N
5. Improve and expand coordination of City and community partner volunteer networks across initiatives.	Advisory Committee / Community Services	Outreach conducted and documented; new collaborations documented	Mid-term	N
6. Promote the Age-Friendly University Initiative with local institutions of higher learning (e.g. Santa Fe Community College, Saint John's College, etc.) and assist them in their own age-friendly initiative.	Advisory Committee / Community Services	Outreach conducted and documented; new collaborations documented	Mid-term	N

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Safety and Public Spaces Actions

Safety and Public Spaces				
Action	**Lead / Key Partners**	**Indicators**	**Timeline**	**Additional Resources Needed?**
1. Improve awareness of the City's safety and ADA reporting systems.	Advisory Committee / Community Services	Outreach conducted and documented; engagement activities conducted	Short-term	N
2. Incorporate feedback loops into City reporting systems so residents understand outcomes following reported issues or incidents.	Advisory Committee / Community Services	Feedback processes identified and implemented	Short-term	N
3. Engage neighborhood associations in age-friendly community safety efforts.	Advisory Committee / Community Services	Outreach conducted and documented; engagement activities conducted	Ongoing	N
4. Promote aging-in-place villages and other neighborhood-based community connections.	Senior Services / Community Services	Outreach conducted and documented; engagement activities conducted	Mid-term	N
5. Improve and expand adoption of the City's Neighborhood Watch program across the community.	Community Services / Advisory Committee	Outreach conducted and documented; engagement activities conducted	Mid-term	N

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Appendix B Age-Friendly Santa Fe Survey Results

Most percentages shown in the tables are rounded to the nearest whole percent. Because of rounding, some totals may appear slightly above or below 100%.

How would you rate Santa Fe as a place to live as someone ages?	n	%
Good	209	37%
Very Good	168	30%
Fair	123	22%
Excellent	40	7%
Poor	28	5%
No Response	8	
Average Score	3.12	

Participants generally rated Santa Fe positively as a place to age, with about two-thirds of respondents (67%) rating Santa Fe as a good or very good place to age, while 22% rated it as fair. Smaller shares rated Santa Fe as excellent (7%) or poor (5%), resulting in an average rating of 3.12 (Good).

How important is it for you to stay in your home as you age?	n	%
Very important	387	69%
Important	120	22%
Somewhat important	41	7%
Not very important	9	2%
Not important at all	0	0%
No Response	19	
Average Score	4.59	

Nearly all respondents indicated that staying in their home as they age is important, with more than nine in ten respondents (91%) reporting that staying in their home as they age is important or very important, including 69% who rated it as very important. Only 2% rated this as not very important, and no respondents rated it as not important at all.

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How important is it for you to stay in Santa Fe as you age?	n	%
Very important	237	42%
Important	175	31%
Somewhat important	104	19%
Not very important	35	6%
Not important at all	8	1%
No Response	17	
Average Score	4.07	

Most participants expressed a desire to remain in Santa Fe as they age, with roughly three-quarters of respondents (73%) rating staying in Santa Fe as very important or important, while 19% rated it as somewhat important. About 7% rated staying in Santa Fe as not very important or not important at all.

Do you rent or own where you live?	n	%
Own	465	83%
Rent	91	16%
Other (please specify)	3	0.5%
No Response	17	

Most respondents (83%) reported owning their home, while 16% reported renting. Fewer than 1% reported another type of housing arrangement. Some participants reported living in their car or just recently homeless.

Does your home need any repairs or things like ramps and grab bars to help you live there for as long as possible?	n	%
No	248	45%
Yes	219	39%
Not sure	90	16%
No Response	19	

Nearly four in ten respondents (39%) reported that their home needs repairs or accessibility modifications, while 45% reported no such needs. An additional 16% reported being unsure.

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How important is it for you to live independently in your own home as you age?	n	%
Very important	398	71%
Important	124	22%
Somewhat important	33	6%
Not very important	5	1%
Not important at all	1	0.5%
No Response	15	
Average Score	4.63	

Living independently was a top priority for respondents, with more than 90% of respondents rated living independently as important or very important, including 71% who rated it as very important. Fewer than 2% rated independence as not very important or not important at all.

Do you have reliable transportation to get to the places you need to go?	n	%
Yes	492	88%
No	42	8%
Not sure	25	4%
No Response	17	

Most respondents reported having reliable transportation, though about one in eight either lacked reliable transportation or were unsure.

How do you get around to shop, go to work, visit the doctor, run errands, or go to other places? Select all that apply	n	%
Drive yourself	527	94%
Walk	124	22%
Have others drive you	108	19%
Ride a bike	65	12%
Take a car service like a taxi, Uber, or Lyft	59	11%
Use public transportation	38	7%
Other (please specify)	21	4%
No Response	16	

Nearly all respondents (94%) reported driving themselves to get around. Smaller shares reported walking (22%), having others drive them (19%), biking (12%), using ride services (11%), or using public transportation (7%).

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In general, how would you rate your health?	n	%
Very Good	253	46%
Good	150	27%
Excellent	110	20%
Fair	41	7%
Poor	1	0.2%
No Response	21	
Average Score	3.77	

Most participants (93%) rated their health as good, very good, or excellent, including 46% who rated it as very good and 20% who rated it as excellent. Fewer than 8% rated their health as fair or poor.

Do you have a disability or a chronic illness?	n	%
No	361	65%
Yes	180	32%
Not sure	15	3%
No Response	20	

About one-third of respondents (32%) reported having a disability or chronic illness, while 65% reported that they do not. A small share (3%) reported being unsure.

Do you have difficulty doing daily activities like errands, cooking, cleaning your home, or dressing yourself because of a disability or chronic illness?	n	%
No	428	77%
I do not have a disability or chronic illness	68	12%
Yes	51	9%
Not sure	12	2%
No Response	17	

Most respondents (77%) reported no difficulty with daily activities, while 9% reported difficulty and 2% were unsure. An additional 12% reported that they do not have a disability or chronic illness.

Are you a caregiver for a family member or friend with a disability or chronic health condition?	n	%
No	479	86%
Yes	75	13%
Not sure	4	1%
No Response	18	

Most respondents (86%) reported that they are not caregivers, and approximately one in eight respondents reported serving as a caregiver for a family member or friend.

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How many people live in your household? Please include yourself.	n
Min	1
Max	7
Average Score	1.48
No Response	23

Respondents reported household sizes ranging from one to seven people, with an average household size of 1.48 people. Most respondents lived in households of one or two people.

Who do you live with? Select all that apply	n	%
Spouse/partner	292	53%
I live alone	227	41%
Children	55	10%
Other (please specify)	23	4%
Other family member	14	3%
Roommate	10	2%
Grandchildren	8	1%
Friend	7	1%
No Response	23	

More than half of respondents (53%) reported living with a spouse or partner, while 41% reported living alone. Smaller shares reported living with children (10%), other family members (3%), roommates (2%), or others.

How safe do you feel at home and with the people you live with?	n	%
Very safe	400	72%
Safe	130	24%
Not very safe	10	2%
Not safe at all	2	0.4%
Not sure	10	2%
No Response	24	

Nearly all respondents (96%) reported feeling safe or very safe at home, including 72% who felt very safe. Only about 2% reported feeling not very safe or not safe at all.

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Do you have family and/or friends you communicate with regularly?	n	%
Yes	524	94%
No	27	5%
Not sure	7	1%
No Response	18	

An overwhelming majority of respondents (94%) reported regular communication with family or friends. Only 5% reported no regular communication, and 1% were unsure.

Do you want to find more ways to meet people, be more socially active and/or volunteer?	n	%
Yes	307	55%
No	165	30%
Not sure	85	15%
No Response	19	

More than half of respondents (55%) reported interest in finding additional ways to be socially active or volunteer, while 30% reported no interest and 15% were unsure.

Does Santa Fe have enough resources to help your emotional and mental health, like wellness classes, talk therapy, counseling, social support groups, etc.?	n	%
Not sure	260	47%
Yes	154	28%
No	143	26%
No Response	19	

Nearly half of respondents (47%) reported being unsure whether Santa Fe has enough emotional and mental health resources. About 28% reported yes and 26% reported no.

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Where do you go to connect and be with other people? Select all that apply.	n	%
Gym or fitness facility	170	32%
Social support groups	115	22%
Faith-based organization (church, temple, etc.)	107	20%
Recreational/Community center	87	16%
Senior center	59	11%
Other (please specify)	306	58%
No Response	44	

Respondents reported connecting socially across a wide range of settings, with 32% selecting gyms or fitness facilities, 22% social support groups, 20% faith-based organizations, and 16% recreational or community centers. More than half of respondents also selected “other,” and open-ended responses indicated that many residents connect primarily through informal, relationship-based settings such as friends, family, neighbors, private homes, work, and volunteering rather than through formal programs or designated centers. Respondents also described interest- and activity-based connections, including arts and cultural groups, outdoor recreation, spiritual or faith communities, libraries, coffee shops, and community events. A smaller group reported limited or no social connection, citing factors such as health limitations, caregiving responsibilities, continued employment, geographic isolation, or limited access to community spaces.

Review Draft

Where do you go for information about resources, events, and programs in Santa Fe? Select all that apply.	n	%
Internet	400	72%
Newspaper	307	56%
Family or friends	282	51%
Social media (like Facebook, YouTube, etc.)	217	39%
Library	181	33%
Nonprofit organizations (like AARP, etc.)	126	23%
Radio	108	20%
Television	83	15%
Senior center	71	13%
Your doctor or other health care professionals	63	11%
Faith-based organizations (church, temple, etc.)	60	11%
2-1-1/CONNECT	6	1%
Other (please specify)	31	6%
No Response	24	

Most respondents reported using the internet (72%), newspapers (56%), or family and friends (51%) for information about community resources and events. Smaller shares reported using social media (39%), libraries (33%), nonprofits (23%), or other sources.

How often do you interact with your friends, family or neighbors who do not live with you? This could be by phone, in person, email or social media like Facebook.	n	%
About once a day	151	27%
Several times a day	133	24%
3-6 days a week	131	24%
1-2 days a week	90	16%
Once every few weeks	40	7%
Once a month or less	7	1%
I do NOT interact with others	4	1%
No Response	20	

Most respondents (75%) reported interacting with people outside their household at least three days per week, including 51% who reported daily interaction. Only about 2% reported interacting once a month or less or not at all.

Review Draft

How often do you use the Internet for things like email, getting news and information, paying bills, managing finances, and/or shopping?	n	%
Several times a day	431	78%
About once a day	83	15%
3-6 days a week	17	3%
1-2 days a week	7	1%
Once every few weeks	6	1%
Once a month or less	4	1%
I do NOT use the Internet	7	1%
No Response	21	

Internet use was widespread, with nearly all respondents (93%) reported using the internet daily or multiple times per day, including 78% who reported several-times-per-day use. Only 1% reported not using the internet.

What technologies do you use? Select all that apply.	n	%
Cellphone/Smartphone	541	97%
Email	534	95%
Text message	511	91%
Laptop computer	380	68%
Video Chat/Calls (Zoom, FaceTime, Google Meet, etc.)	303	54%
Social media (Facebook, YouTube, etc.)	294	53%
Desktop computer	243	43%
Tablet	224	40%
No Response	16	

Nearly all respondents reported using smartphones (97%), email (95%), and text messaging (91%). Many also reported using laptops (68%), video calling (54%), social media (53%), desktops (43%), or tablets (40%).

Review Draft

Do you or anyone in your household use any of the following in Santa Fe? Select all that apply.	n	%
Santa Fe Library	421	90%
Santa Fe Recreation Centers	176	38%
Santa Fe Senior Centers	82	18%
Santa Fe Teen Center	10	2%
2-1-1/CONNECT	11	2%
No Response	109	

Most respondents (90%) reported using public libraries, while 38% reported using recreation centers and 18% reported using senior centers. Other city services were used by relatively small shares.

Does Santa Fe have enough employment opportunities for you to earn money?	n	%
Not sure	259	47%
No	155	28%
Yes	134	24%
No Response	28	

Nearly half of respondents (47%) reported being unsure whether Santa Fe offers enough employment opportunities, while 28% reported no and 24% reported yes.

Does Santa Fe offer enough resources to help you improve your financial wellness, like classes on saving/managing money, tax help, etc.?	n	%
Not sure	345	62%
No	123	22%
Yes	85	15%
No Response	23	

Most respondents (62%) reported being unsure whether Santa Fe offers enough financial wellness resources. Smaller shares reported no (22%) or yes (15%).

What is your age?	n
Minimum	28
Maximum	92
Average Age	68
No Response	11

Average age of respondent was in the late 60s.

Review Draft

What is your gender?	n	%
Female	409	71%
Male	150	26%
Other	3	1%
I'd rather not say	11	2%
No Response	3	

Most respondents identified as female (71%), while 26% identified as male. About 3% identified as another gender or declined to report.

What is your current relationship status?	n	%
Married	248	45%
Divorced	134	24%
Never married	71	13%
Not married, living with partner	49	9%
Widowed	49	9%
Separated	3	1%
No Response	22	

Nearly half of respondents (45%) reported being married, while others reported being divorced (24%), widowed (9%), never married (13%), or living with a partner (9%).

What is the highest level of education you have completed?	n	%
Graduate or professional degree	295	53%
4-year college degree	145	26%
Some college	74	13%
Trade school or associate degree	19	3%
High school graduate, or GED	17	3%
K-12th grade (no diploma)	2	0.4%
No Response	24	

Most respondents (79%) reported completing a four-year college degree or higher, including 53% with a graduate or professional degree. Smaller shares reported lower levels of education.

Review Draft

Which of the following best describes your current employment status?	n	%
Retired, not working at all	281	50%
Employed, full-time	98	18%
Self-employed, part-time	51	9%
Retired, working part-time	31	6%
Self-employed, full-time	29	5%
Retired but interested to find work	26	5%
Employed, part-time	17	3%
Unemployed, but looking for work	14	3%
Not in labor force for other reasons	10	2%
No Response	19	

Half of respondents (50%) reported being fully retired, while 18% reported full-time employment and others reported part-time, self-employment, or interest in work.

What is your race and/or ethnicity? Select all that apply.	n	%
White	436	76%
Hispanic	70	12%
Hispanic + Other	20	3%
Other	15	3%
Asian American	7	1%
African American	5	1%
American Indian / Alaskan Native + White	5	1%
African American + White	3	1%
American Indian / Alaskan Native	2	0.3%
Middle Eastern/ North African	2	0.3%
Middle Eastern/ North African + White	1	0.2%
American Indian/Alaskan Native+African American	1	0.2%
Middle Eastern/ North African American + Other	1	0.2%
Asian American + White	1	0.2%
No Response	7	

Most respondents identified as White (76%), while 12% identified as Hispanic and smaller shares identified as other racial or ethnic groups. Some respondents reported multiple identities.

Review Draft

What is your household income?	n	%
$150,000 or more	75	14%
$100,000 to $149,999	61	11%
$50,000 to $59,999	43	8%
$30,000 to $39,999	40	7%
$90,000 to $99,999	39	7%
$40,000 to $49,999	35	6%
$20,000 to $29,999	28	5%
$60,000 to $69,999	27	5%
$10,000 to $19,999	24	4%
$80,000 to $89,999	24	4%
$70,000 to $79,999	22	4%
Less than $10,000	15	3%
I'd rather not say	122	22%
No Response	21	

Respondents reported household incomes across a wide range, with 22% choosing not to report income. Among those who reported, incomes were distributed across lower-, middle-, and higher-income categories.

Review Draft

Importance of Domains of Livability											
	Very Important		Important		Somewhat Important		Not Very Important		Not Important at all		*
Livability Domain	%	n	%	n	%	n	%	n	%	n	n
Quality healthcare, as well as fitness and wellness resources	90%	502	5%	28	5%	28	0%	1	0%	0	17
The sense that people of all ages are valued and respected	74%	412	20%	110	5%	27	1%	6	0.2%	1	20
Safe buildings and enjoyable parks and spaces that are accessible and close to where	68%	378	24%	132	8%	42	1%	4	0.2%	1	19
Access to information about resources and events in your community	60%	331	25%	139	14%	79	1%	7	0%	0	20
Reliable and affordable transportation options	56%	313	27%	150	12%	65	4%	25	1%	4	19
A wide range of opportunities for you to engage and socialize with your community	52%	289	29%	162	14%	79	3%	18	1%	7	21
Affordable and accessible housing that is or can be adapted to your needs	52%	287	27%	148	11%	61	7%	37	4%	20	23
A wide range of work opportunities for people of all ages and abilities	51%	283	24%	136	13%	72	8%	43	4%	22	20
Opportunities to get involved with local government and support issues important to you	31%	173	35%	193	18%	99	14%	79	2%	11	21

* = *No Response*

Review Draft

Large majorities of respondents rated each livability domain as important or very important, including 90% for healthcare, 74% for feeling valued across ages, and 68% for safe and accessible public spaces.

Current ratings were more varied, with higher ratings for information access and social opportunities and lower ratings for housing, transportation, and employment.

Weighted averages show that healthcare, respect, safety, and information access were the highest priorities among respondents, while civic engagement ranked lower in relative importance. Weighted importance scores ranged from 3.79 to 4.84, with healthcare receiving the highest average importance rating.

The largest gaps between importance and current conditions were reported for healthcare, transportation, housing, and employment, identifying these as the most urgent priorities from the perspective of survey respondents.

Review Draft

Current Ratings of Domains of Livability													
	Excellent		Very Good		Good		Fair		Poor		Not Sure		*
Livability Domain	%	n	%	n	%	n	%	n	%	n	%	n	n
Safe buildings and enjoyable parks and spaces that are accessible and	8%	47	24%	133	34%	186	22%	121	11%	61	1%	7	21
Reliable and affordable transportation options	3%	16	7%	37	19%	103	27%	149	32%	176	13%	73	22
Affordable and accessible housing that is or can be adapted to your needs	4%	22	4%	20	15%	82	25%	138	39%	214	14%	76	24
A wide range of opportunities for you to engage and socialize with	12%	68	24%	136	29%	160	21%	118	9%	52	4%	22	20
The sense that people of all ages are valued and respected	9%	49	21%	118	31%	172	22%	123	11%	61	6%	31	22
A wide range of work opportunities for people of all ages and abilities	2%	13	6%	33	19%	106	34%	189	21%	116	17%	91	28
Opportunities to get involved with local government and support	6%	31	19%	103	34%	189	22%	123	7%	38	12%	68	24
Access to information about resources and events in your community	10%	58	25%	139	37%	206	19%	106	5%	27	3%	18	22
Quality healthcare, as well as fitness and wellness resources	5%	29	13%	72	25%	137	27%	152	27%	151	2%	12	23

* = *No Response*

Revised Draft

How important is it for you to have the following in your community?	Weighted Average
Quality healthcare, as well as fitness and wellness resources	4.84
The sense that people of all ages are valued and respected	4.67
Safe buildings and enjoyable parks and spaces that are accessible and close to where you live	4.58
Access to information about resources and events in your community	4.43
Reliable and affordable transportation options	4.33
A wide range of opportunities for you to engage and socialize with your community	4.28
Affordable and accessible housing that is or can be adapted to your needs	4.17
A wide range of work opportunities for people of all ages and abilities	4.11
Opportunities to get involved with local government and support issues important to you	3.79

How would you currently rate the following in your community?	Weighted Average
Access to information about resources and events in your community	3.18
A wide range of opportunities for you to engage and socialize with your community	3.09
Safe buildings and enjoyable parks and spaces that are accessible and close to where you live	2.97
The sense that people of all ages are valued and respected	2.94
Opportunities to get involved with local government and support issues important to you	2.93
Quality healthcare, as well as fitness and wellness resources	2.4
A wide range of work opportunities for people of all ages and abilities	2.21
Reliable and affordable transportation options	2.1
Affordable and accessible housing that is or can be adapted to your needs	1.95

Review Draft

Domains of Livability Prioritized	Importance Score	Ratings Score	Priority Score
Quality healthcare, as well as fitness and wellness resources	4.84	2.4	**2.44**
Reliable and affordable transportation options	4.33	2.1	**2.23**
Affordable and accessible housing that is or can be adapted to your needs	4.17	1.95	**2.22**
A wide range of work opportunities for people of all ages and abilities	4.11	2.21	1.9
The sense that people of all ages are valued and respected	4.67	2.94	1.73
Safe buildings and enjoyable parks and spaces that are accessible and close to where you live	4.58	2.97	1.61
Access to information about resources and events in your community	4.43	3.18	1.25
A wide range of opportunities for you to engage and socialize with your community	4.28	3.09	1.19
Opportunities to get involved with local government and support issues important to you	3.79	2.93	0.86

Percentages represent the share of respondents selecting each option. Respondents could select multiple options; totals may exceed 100%

Review Draft

CITY OF SANTA FE

Age-Friendly Santa Fe Action Plan

A roadmap for supporting independence, connection, and well-being across the lifespan

City of Santa Fe
Department of Community Services | Division of Senior Services
Presented to Santa Fe City Council | 2026

Why This Plan Matters Now

Aging is not a single life stage—it is a lifelong process.

The conditions that shape how people age are created decades before older adulthood.

A lifespan approach recognizes that investments made today affect older adults, families, workers, caregivers, and future generations.

The Stanford Center on Longevity calls for redesigning community systems for longer, less linear lives so people of all ages can remain healthy, engaged, and economically secure.

Age-Friendly Framework: A Proven Model

Santa Fe is part of a global movement to create communities that support people as they age.

The World Health Organization established the Age-Friendly Cities and Communities framework to guide cities in adapting everyday systems to longer lives.

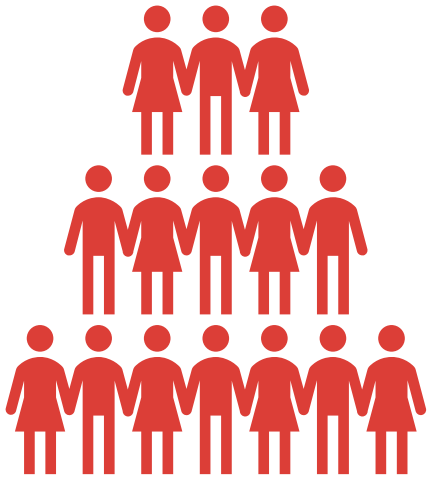
AARP leads the Network of Age-Friendly States and Communities, supporting local governments in moving from commitment to action.

This Action Plan fulfills Santa Fe's commitment as a member of the AARP Network.

Grounded in Community Voice

This Action Plan is informed by extensive community engagement across Santa Fe.

Surveys, listening sessions, workshops, advisory input



- Staying independent and aging in place
- Safe, reliable transportation
- Affordable and accessible housing
- Clear information and navigation
- Opportunities for connection and participation

What Makes This Plan Different

- Aligns existing City efforts rather than duplicating them
- **Applies an all-ages, lifespan lens across systems**
  - Current older adult needs/experiences as entry-point
- Positions Senior Services as a strategic coordinating asset
- Designed as a living, adaptable framework

Priority Focus Areas

Transportation

Housing

Communication & Information

Health & Wellness

Social Engagement & Participation

Safety & Public Spaces

How the Plan Is Organized

Goals
Define intended outcomes

Strategies
Describe how the City will respond

Actions
Identify near- and mid-term priorities

What Happens First

- Strengthen coordination across City departments and partners
- Embed age-friendly and lifespan considerations into existing plans
- Use trusted access points like libraries and senior centers
- Improve clarity, communication, and navigation for residents

Accountability & Flexibility

Implementation is guided through collaboration among City departments, Senior Services, advisory bodies, and community partners.

Progress is monitored, shared, and refined through ongoing engagement and evaluation.

The Action Plan is a starting point—not a fixed endpoint—and may evolve as community needs and conditions change.

Request of City Council

- Acknowledge the Age-Friendly Santa Fe Action Plan as a guiding framework
  - Age-Friendly Action Plan Resolution
  - Letter of Approval and Support
    - ✓Needed for Submission to AARP for Age-Friendly Designation
- Establish an Age-Friendly Advisory Committee or Task Force
- Encourage cross-department coordination and integration

Thank you.

Questions and discussion.

CITY OF SANTA FE

Memorandum

Date: January 30th, 2026

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

Via: Marci Eannarino, Office of Legislation and Policy Innovation Manager ME
Christine Spiers, Legislative Coordinator CMS
Palmer Anderson, Policy Analyst PALMER ANDERSON

From: Marcos Martinez, Interim City Attorney

RE: Clarifying the Terms of Resolution No. 2024-14 for Veterans Banners

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EXECUTIVE SUMMARY:

The proposed Resolution clarifies the terms of Resolution No. 2024-21 to allow Council 10517 of the Knights of Columbus ("Knights of Columbus") to display banners celebrating Santa Fe veterans as "Santa Fe Heroes" every year, between Memorial Day and Veterans Day, with installation of the banners occurring as early as the week before Memorial Day and removal occurring up to the week after Veterans Day. Resolution No. 2024-21 approved the Knights of Columbus to display banners annually; however, the caption stated that the banner display would take place "in 2024 and 2025", creating an inconsistency between the resolution's caption and the resolution's specified dates. The proposed resolution updates the caption to clarify that the approval is ongoing.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Lee Garcia

Mayor Michael Garcia

A RESOLUTION

CLARIFYING THE TERMS OF RESOLUTION NO. 2024-14 TO ALLOW THE KNIGHTS OF COLUMBUS COUNCIL 10517 TO DISPLAY BANNERS COMMEMORATING SANTA FE VETERANS AS "SANTA FE HEROES" BETWEEN MEMORIAL DAY AND VETERANS DAY, ANNUALLY.

WHEREAS, Section 14-7.6(B), Santa Fe City Code (SFCC) 1987 allows for the installation of banners to identify the geographic location associated with local business groups, neighborhoods, or community groups; the dates associated with important civic milestones, activities, or holidays; or a sense of place and community that are erected by the City of Santa Fe ("City") or its permittee, if approved by the City's Governing Body via resolution; and

WHEREAS, in Resolution No. 2024-21 the City approved the Knights of Columbus Council 10517 to "display banners every year, between Memorial Day and Veterans Day, with installation of the banners occurring as early as the week before Memorial Day and removal occurring up to the week after Veterans Day"; and

WHEREAS, the caption of Resolution No. 2024-21 stated that the banner display would take place "in 2024 and 2025", creating inconsistency between the resolution's caption and the

resolution's specified dates; and

WHEREAS, the Land Use Director and City Attorney approved the design of the banners Resolution No. 2024-21 as conforming to all applicable requirements and restrictions; and

WHEREAS, the Governing Body desires to allow the Knights of Columbus to install the banners every year between Memorial Day and Veterans Day, just as the terms in the "Dates" section of Resolution 2024-21 specifies.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the design and installation plan for banners celebrating Santa Fe Veterans, "Santa Fe Heroes", is hereby approved as appeared in Resolution 2024-21 shown as follows:

Dates:	The Santa Fe Knights of Columbus may display the banners every year, between Memorial Day and Veterans Day, with installation of the banners occurring as early as the week before Memorial Day and removal occurring up to the week after Veterans Day.
Location:	The banners may be displayed on light poles located along St. Francis Drive; Guadalupe Road from Paseo de Peralta to St. Francis Drive; and Cerrillos Road from I-25 to St. Francis Drive.
Number:	A maximum of one banner per light pole.
Design Approval Process:	The Land Use Director and City Attorney have approved the design of the banners as conforming to all applicable requirements and restrictions. If the design ever changes, or if the City's design standards ever change, renewed review and approval by the Land Use Director and City

	Attorney's Office is required to ensure conformance with the City's code.
Installation:	The Knights of Columbus is responsible for the installation of the banners associated with this request, including obtaining the obstruction permits required for installation and removal of the banners pursuant to standard City and State procedures, as applicable.
Maintenance:	The Knights of Columbus shall immediately replace banners that become damaged, defaced, or are in any form of disrepair, at the expense of the Knights of Columbus. The City reserves the right to remove any banners the City deems in disrepair prior to their scheduled removal date.
Cost Allocation:	The Knights of Columbus shall purchase or otherwise obtain, install, and remove the banners.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Feb 5, 2026 14:10:56 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

FIR No. 10737

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Clarifying the Terms of Resolution No. 2024-14 for Veterans Banners

Sponsor(s): Councilor Lee Garcia and Mayor Michael Garcia

Reviewing Department(s): City Attorney's Office and Public Works Department

Staff Completing FIR: Marci Eannarino, Legislation and Policy Innovation Manager, Christine Spiers, Legislative Coordinator, Palmer Anderson, Policy Analyst **Date:** 2/3/2026
Phone: (505) 955-6518; (505) 955-6692; (505) 955-6563

Reviewed by City Attorney: Marcos Martinez (Feb 5, 2026 14:10:56 MST) **Date:** 02/05/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Feb 5, 2026 16:26:42 MST) **Date:** 02/05/2026

Summary:
The proposed Resolution clarifies the terms of Resolution No. 2024-21 to allow Council 10517 of the Knights of Columbus ("Knights of Columbus") to display banners celebrating Santa Fe veterans as "Santa Fe Heroes" every year, between Memorial Day and Veterans Day, with installation of the banners occurring as early as the week before Memorial Day and removal occurring up to the week after Veterans Day. Resolution No. 2024-21 approved the Knights of Columbus to display banners annually; however, the caption stated that the banner display would take place "in 2024 and 2025", creating an inconsistency between the resolution's caption and the resolution's specified dates. The proposed resolution updates the caption to clarify that the approval is ongoing.

Departments Affected:
None.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then Resolution No. 2024-21 would not be clarified to allow the Knights of Columbus to be able to display banners commemorating "Santa Fe Heroes" annually.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Resolution clarifies the terms of Resolution No. 2024-21 to allow the Knights of Columbus to display banners beginning the week before Memorial Day and through the week after Veterans Day, annually.

Performance and Administrative Implications:
The Land Use Director and City Attorney have previously approved of the banners to ensure the banners conform to all applicable requirements and restrictions.

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: Marci Eannarino

Email: maeannarino@santafenm.gov

Signature: Peter C Anderson

Email: pcanderson@santafenm.gov

Signature: CHRISTINE SPIERS

Email: cmspiers@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: February 3, 2026

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

From: Romella Glorioso-Moss, PhD, CPM, AICP, Capital Projects Manager *rgm*

Via: Sam Burnett, Interim Public Works Department Director SB

RE: Resolution Authorizing State Funding Applications for Henry Lynch Road Reconstruction Project

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EXECUTIVE SUMMARY:

The proposed resolution would authorize the City of Santa Fe ("City") to submit applications to the Local Governing Fund ("LGRF"), the Municipal Arterial Program ("MAP"), the Transportation Project Fund ("TPF"), and any other applicable State transportation funding programs for State transportation construction funding for the Henry Lynch Road Reconstruction Project ("Project") from Rufina Street to Agua Fria Street. The resolution would also authorize any commitment required by those applications for a local match of funds, in an amount up to twenty-five (25%) of the total eligible construction costs, subject to final project costs, funding award conditions, and budget approval by the City.

BACKGROUND:

Henry Lynch Road is a key City arterial that serves local neighborhoods, commercial areas, and regional traffic. The segment between Rufina Street and Agua Fria Street requires full reconstruction to address roadway condition, safety, multi-modal accessibility, and long-term operational needs.

The Henry Lynch Road Reconstruction Project has been identified as a high-priority transportation improvement and is included in multiple adopted City planning documents, including the Infrastructure Capital Improvement Plan (ICIP) 2027–2031, the Infrastructure Fiscal Capital Improvement Plan (IFCIP) 2021–2027, and the Santa Fe Metropolitan Transportation Plan (SFMTP) 2020–2045. Inclusion in these plans demonstrates the necessity, consistent commitment, and a prioritization of the project within the City's long-term transportation strategy.

In recent years, the State of New Mexico, through the LGRF, MAP, and TPF funding programs, has awarded the City $741,258 for engineering design of the project Specifically, the TPF awarded the City four hundred fifty thousand dollars ($450,000) in the fall of 2021, the LGRF one hundred thirty-

nine thousand six hundred three dollars ($139,603) in the summer of 2023, and the MAP one hundred fifty-one thousand six hundred fifty-five dollars ($151,655) in October of 2023.Design is anticipated to be completed in the Fall of 2026, at which point the project will be ready to advance to the construction phase, subject to funding availability. The total estimated construction cost, including construction management, is approximately fifteen million dollars ($15,000,000).

The City is eligible to apply for State construction funding through programs such as the LGRF, the MAP, and the TPF, which typically require a local match of up to 25 percent. Adoption of the attached resolution authorizes staff to submit funding applications and confirms the City's intent and ability to provide the required local match, subject to final funding awards and budget approvals.

Approval of the resolution is a New Mexico Department of Transportation requirement for applying for funding applications for programs such as the LGRF, the MAP and the TPF. As such, the resolution will allow the City to compete for State construction funding and to advance a critical transportation infrastructure project that supports safety, mobility, and economic activity.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Jamie Cassutt

A RESOLUTION

AUTHORIZING THE CITY OF SANTA FE TO SUBMIT APPLICATIONS TO THE LOCAL GOVERNMENT FUND, THE MUNICIPAL ARTERIAL PROGRAM, THE TRANSPORATION PROJECT FUND, AND ANY OTHER APPLICABLE STATE TRANSPORATION FUNDING PROGRAMS FOR STATE TRANSPORTATION CONSTRUCTION FUNDING FOR THE HENRY LYNCH ROAD RECONSTRUCTION PROJECT FROM RUFINA STREET TO AGUA FRIA STREET AND COMMITTING TO THE APPLICATIONS' REQUIRMENT FOR A LOCAL MATCH OF FUNDING.

WHEREAS, the City of Santa Fe ("City") is responsible for the planning, construction, operation, and maintenance of its municipal transportation infrastructure; and

WHEREAS, Henry Lynch Road is a critical City arterial road serving residents, businesses, and regional traffic, and the segment from Rufina Street to Agua Fria Street needs full roadway reconstruction to improve safety, accessibility, multi-modality, and long-term infrastructure performance; and

WHEREAS, the Henry Lynch Road Reconstruction Project (the "Project") has been identified as a high-priority transportation improvement and, as such, is included in the City's

adopted roadway and capital planning documents, specifically the Infrastructure Capital Improvement Plan (ICIP) 2027-2031, the Infrastructure Fiscal Capital Improvement Plan (IFCIP) 2021–2027, and the Santa Fe Metropolitan Transportation Plan (SFMTP) 2020–2045, demonstrating the necessity and priority of the Project for the City; and

WHEREAS, during the years of 2021- 2023, the City has been the recipient of multiple awards from the State of New Mexico for the Project's engineering design phase, funded through the New Mexico Department of Transportation Project Fund, the Municipal Arterial Program "MAP", and the Local Government Road Fund ("LGRF"), totaling seven hundred forty-one thousand two hundred fifty-eight dollars ($741,258); and

WHEREAS, the engineering design for the Project is anticipated to be completed in the Fall of 2026, positioning the Project to advance to the construction phase, upon receipt of construction funding; and

WHEREAS, the total estimated construction cost for the Project, including construction management, is approximately Fifteen Million Dollars ($15,000,000); and

WHEREAS, the City of Santa Fe is eligible to apply for State transportation construction funding through programs administered by the New Mexico Department of Transportation and the New Mexico Legislature, including but not limited to the LGRF pursuant to NMSA 1978, Section 67-3-28.2, the MAP pursuant to NMSA 1978, Section 67-3-28.2, and the Transportation Project Fund ("TPF") pursuant to NMSA 1978, Section 67-3-78, as amended; and

WHEREAS, the City wishes to apply for funding from State programs including but not limited to the LGRF, MAP, and TPF, and these same programs require a local match, which in the case of the LGRF, may be up to twenty-five percent (25%) of the total eligible project cost; and

WHEREAS, the City has the financial capacity and the intent to provide the required local match for the Project, subject to final funding awards, executed agreements, and appropriation of funds by the Governing Body; and

WHEREAS, the Governing Body finds that applying for State construction funding for the Project is in the best interest of the City and that it is necessary to leverage State resources to advance a critical transportation improvement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE determines, resolves, and orders as follows:

1. **Authorization to Apply for State Funding.** The Governing Body hereby authorizes the City of Santa Fe to submit applications for State construction funding for the Henry Lynch Road Reconstruction Project from Rufina Street to Agua Fria Street through the Local Government Road Fund, Municipal Arterial Program, Transportation Project Fund, and any other applicable State transportation funding programs.
2. **Commitment to Local Match.** The Governing Body authorizes the submission of applications for funding that require a commitment of City funds for the required local match, in an amount up to twenty-five percent (25%) of the total eligible construction cost, including construction management, subject to final project costs, funding award conditions, and budget approval.
3. **Consistency with Adopted Plans.** The Governing Body finds and declares that the Project is consistent with the City's adopted transportation, capital improvement, and infrastructure plans and supports the City's long-term mobility and safety goals.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Feb 4, 2026 16:43:40 MST)

MARCOS MARTINEZ, INTERIM CITY ATTORNEY

FIR No. 10738

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ **Resolution:** X

Short Title(s): Resolution Authorizing State Funding Applications for the Henry Lynch Road Reconstruction Project

Sponsor(s): Councilor Cassutt

Reviewing Department(s): Public Works

Staff Completing FIR: Romella Glorioso-Moss **Date:** 01/28/2026 **Phone:** X6623

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Feb 4, 2026 16:43:40 MST) **Date:** 02/04/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Feb 5, 2026 12:47:13 MST) **Date:** 02/05/2026

Summary:
The proposed resolution would authorize the City of Santa Fe ("City") to submit applications to the Local Governing Fund ("LGRF"), the Municipal Arterial Program ("MAP"), the Transportation Project Fund ("TPF"), and any other applicable State transportation funding programs for State transportation construction funding for the Henry Lynch Road Reconstruction Project ("Project") from Rufina Street to Agua Fria Street. The resolution would also authorize any commitment required by those applications for a local match of funds, in an amount up to twenty-five (25%) of the total eligible construction costs, subject to final project costs, funding award conditions, and budget approval by the City.

Departments Affected:
Public Works

Consequences of Not Enacting Legislation:
If this resolution is not approved, the City of Santa Fe will be unable to apply for State transportation construction funding for the Henry Lynch Road Reconstruction Project from Rufina Street to Agua Fria Street. Without authorization to pursue these funds and commit the required local match, the City would be ineligible for programs such as the LGRF, the MAP, and the TPF. This would likely delay or prevent construction following completion of the engineering design phase in Fall 2026, and would prolong existing roadway, safety, and mobility issues in the project area.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution No. 2021-53 and Resolution No. 2025-44

Performance and Administrative Implications:
Approval of this resolution authorizes staff to apply for State transportation construction funding and administer the Henry Lynch Road Reconstruction Project in accordance with State program requirements. This includes coordination with the New Mexico Department of Transportation, completion of required

applications, compliance with reporting and oversight standards, and project management following completion of engineering design phase in Fall 2026. No additional administrative impacts are anticipated beyond normal project delivery and grant administration responsibilities.

Fiscal Implications:

Approval of this resolution authorizes City staff to submit applications for funding and those applications often commit the City to providing a local match, which in the case of LGRF can be up to 25 percent of the total construction cost, contingent upon the award of State transportation funding. Construction funding would be sought through State programs including the LGRF, the MAP, and the TPF. No immediate fiscal impact is anticipated; any required local match would be programmed in future budgets and subject to funding awards and to Governing Body approval.

Fiscal Impact

___X__ Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature:

Email: jsburnett@santafenm.gov

Signature:

Email: rsglorioso-moss@santafenm.gov

CITY OF SANTA FE

Memorandum

Date:	January 22, 2026
To:	Governing Body, Water Conservation Committee**,** Public Works and Utilities Committee, Finance Committee
From:	Justin M. Gonzales, Cross Connection Specialist JMG
Via:	Jesse D. Roach, Interim Public Utilities Department Director JR Jesse Roach
RE:	Water Division Backflow Prevention and Control Program

EXECUTIVE SUMMARY:

The proposed bill amends Exhibit A of Section 25-4.1, SFCC 1987, to update definitions, create a new rule number 7 and directs the City of Santa Fe's Water Division to adopt Backflow Prevention and Control rules for the city of Santa Fe ("City") from the *Uniform Plumbing Code* and University of Southern California's *Manual of Cross-section Control*. The bill also implements inspection and administrative fees, as well as fines for specific violations of the Backflow Prevention and Control rules.

BACKGROUND:

Backflow is an undesirable reversal of water flow from a customer's service connection into the municipal water system. This reversal of water flow could be water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the City's potable supply of water. This can be caused by sudden loss of pressure due to a main break or other disruption in the City's water system.

Backflow prevention and control rules are necessary for the City to prevent contamination of the potable water supply. Backflow preventers that are not regularly tested and properly monitored add to the risk of backflow contamination. While plumbing code requires installation of backflow prevention devices, there is currently no mechanism to ensure that those devices are in good working order. This ordinance will ensure regular testing with results submitted to a central database. There has been at least one instance within Santa Fe when backflow preventers were bypassed on fire systems and drinking water was contaminated resulting in sickness.

The Water Division Backflow Prevention and Control Program will be defined by the proposed ordinance, and a supporting set of policies and procedures. These components together outline the responsibilities of the City's water customers, backflow prevention assembly testers, and backflow prevention assembly repair technicians to control and minimize the possibility of backflow contamination to Santa Fe's water supply.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2024-14

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Alma Castro

A BILL

AMENDING SECTION 25-4.1, EXHIBIT A, RULE NUMBER 2 TO ADOPT NEW DEFINITIONS AND ADOPTING A NEW RULE NUMBER 7, IMPOSING REQUIREMENTS FOR BACKFLOW PREVENTION AND CONTROL FOR CERTAIN CUSTOMERS, IMPOSING FEES FOR ADMINISTERING THE PROGRAM, AND IMPOSING FINES FOR VIOLATIONS.

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

Section 1. Rule No. 2 of Exhibit A of Section 25-4.1 SFCC 1987 (being Ord. 2005-2, § 2) is amended to read:

2. DEFINITIONS AND EXPLANATIONS

The following definitions are applicable wherever these terms are used in these Rules and Regulations:

A. BACKFLOW – Reversal of water flow from a customer's service connection into the municipal water system with potentially undesirable consequences.

B. CERTIFIED BACKFLOW PREVENTION ASSEMBLY TESTER – A person the water

underscored material = new [bracketed material] = delete

utility approves to test backflow prevention assemblies within the municipal water system. Testers shall be equipped with and be competent to use all necessary tools and gauges required to properly conduct testing of backflow prevention assemblies.

C. CERTIFIED AND LICENSED BACKFLOW ASSEMBLY REPAIR TECHNICIAN – A person who is a certified backflow prevention assembly tester and licensed at a minimum as a journeyman plumber in accordance with the New Mexico Construction Industries Licensing Act, NMSA 1978, Sections 60-13-1 through 60-13-59.

[~~B. CITY The water utility owned and operated by or on behalf of the city of Santa Fe, New Mexico, called the Sangre de Cristo Water Division and whose business office is at 801 West San Mateo, Santa Fe, New Mexico. Also known as the Santa Fe Municipal Water System.~~]

[~~B~~] D. CHRONICALLY DELINQUENT - The status of a customer who during the prior twelve (12) months has been disconnected by the [~~City~~] water utility for non-payment, or who during the prior twelve (12) months has not paid a bill by the date that a subsequent bill is rendered on three (3) or more occasions.

[~~C~~] E. COMMERCIAL SERVICE OR USE - The provision of or use of water for all types of establishments not otherwise classified as residential.

[~~D~~] F. CROSS-CONNECTION - Any physical connection or arrangement between two (2) otherwise separate piping systems, one of which contains potable water and the other of unknown or questionable safety, whereby water may flow from one system to the other, the direction of the flow depending on the pressure differential between the two (2) systems.

[~~E~~] G. CUSTOMER - Any person, firm, association, partnership or corporation, or any agency of the federal, state, or local government, being supplied with, and/or responsible for payment for, water services by the [~~City~~] water utility.

[~~F~~] H. DELINQUENT - The status of a bill rendered to a customer for utility service which remains unpaid 15 calendar days following the "due" date on the customer's utility bill.

[~~G~~] I. DISCONTINUANCE OF SERVICE - An intentional cessation of service by the [~~City~~] water utility which was not requested by a customer.

[~~H~~] J. ESTIMATED BILL - A bill for utility service which is not based on an actual reading of the customer's meter, or other measuring device, for the period billed.

[~~I~~] K. GOVERNING BODY - The Mayor and City Council of the city of Santa Fe as defined in subsection 2-1.1 SFCC 1987.

[~~J~~] L. POINT OF DELIVERY - The point of delivery shall be the point where the facilities of the [~~City~~] water utility connect to the facilities furnished by the customer.

[~~K~~] M. PRESSURE - The range of fifty (50) to one hundred twenty-five (125) pounds per square inch which can ordinarily be made available in the area contiguous to existing lines

[~~L~~] N. PRESSURE REGULATING DEVICE - A device that maintains a constant water pressure at its immediate downstream side which is less than the inlet pressure to the device, unless the pressure on the inlet side is lower than the pressure setting for the downstream side.

[~~M~~] O. Reserved.

[~~N~~] P. RATE SCHEDULE - A description of the charges, conditions of services and other similar information associated with the provision of water service to a given class or type of customer.

[~~O~~] Q. RECONNECTION CHARGE - A charge made by the [~~City~~] water utility at the time application is made for reconnection of water service at a place where water service has been previously disconnected.

[~~P~~] R. Reserved.

[~~Q~~] S. RESIDENTIAL SERVICE OR USE - The provision of or use of water for household or domestic purposes, and as further described in Rule 3, Exhibit A of Chapter XXV SFCC 1987.

[~~R~~] T. SERVICE LINE - The pipe connection from a distribution water main to the water meter.

[~~S~~] U. SPECIAL SERVICE - A service provided to a customer by the [~~City~~] water utility which is not subject to a rate schedule.

[~~T~~] V. UTILITY CHARGES - The billing or charges for the provision of utility service and other charges authorized by the governing body pursuant to approved rates.

[~~U~~] W. WATER PRESSURE - The gauge pressure of water within a pipe measured in pounds per square inch above atmospheric pressure and abbreviated herein as "pounds."

[~~V~~] X. WATER SERVICE - The general term for furnishing the customer with water.

Y. WATER UTILITY - The water utility owned and operated by or on behalf of the city of Santa Fe, New Mexico, also known as the Santa Fe Municipal Water System.

Section 2. [NEW MATERIAL] A new Rule No. 7 of Exhibit A of Section 25-4.1, SFCC 1987 (being Ord. 2011-13) is ordained to read:

7. BACKFLOW PREVENTION AND CONTROL.

A. APPLICABILITY.

Compliance with this Ordinance, Backflow Prevention and Control, Rule No. 7, located in Exhibit A of Section 25-4.1 SFCC 1987, is required for water service from the municipal water system.

B. BACKFLOW PREVENTION AND CONTROL.

1. The water utility follows the Uniform Plumbing Code (UPC) for standards of backflow prevention and control.

2. To the extent the UPC is silent, the standards from University of Southern California Manual of Cross Connection Control (USC Manual), 10th Edition apply .

C. RESPONSIBILITY.

Customers, backflow prevention assembly testers, and backflow assembly repair technicians shall comply with the requirements below:

1. *Customer*. Customers shall prevent entry of contaminants, pollutants, or water from sources other than the municipal water system into the municipal water system. Methods for prevention include, but are not

limited to, installing and maintaining backflow prevention assemblies. Any customer using a fire hydrant for water use must have an air-gap or approved backflow prevention assembly.

2. *Owners.* All owners of a water service connection serving a commercial use, a fire service, an irrigation system, a service larger than two inches, or the connection is a service where a secondary source of water (e.g., a well) is present are required to install a backflow prevention assembly to protect the municipal water supply. In addition, any domestic service two inches or smaller which in the judgement of the Public Utilities Department Director represents a health, a safety, or a functional hazard to the water system will also be required to install a backflow prevention assembly. Owners of a backflow prevention assembly shall obtain a field test on the assembly upon installation, repair, and at least once per year thereafter and report the test results to the water utility. The owner is responsible for the cost and scheduling of field testing of the backflow prevention assembly. The owner shall install, repair or replace the backflow prevention assembly at the owner's expense and as necessary to comply with requirements of this Ordinance. The UPC and USC manual govern the location, type, and testing requirements for the backflow prevention assembly.

3. *Certified Backflow Prevention Assembly Tester*. Certified backflow prevention assembly testers shall inspect and test backflow prevention assemblies for compliance with this ordinance. Testers shall complete and submit accurate and timely reports to the water utility and customer, including any cross-connections and deficiencies associated with an

existing backflow prevention assembly within the customer's water system.

4. *Certified and Licensed Backflow Prevention Assembly Repair Technician*. Certified backflow prevention assembly repair technicians shall, in addition to all duties listed in subparagraph (C)(3) above, repair backflow prevention assemblies consistent with this ordinance and without changing the design, material, or operational characteristics of a backflow prevention assembly without prior approval of the water utility.

D. FFES, CHARGES, AND FINES.

1. *Site Survey or Inspection Fee*. Customers requiring a site survey or inspection of backflow-related infrastructure shall pay a fee of one hundred dollars ($100.00).

2. *Backflow Control Administrative Fee*. Customers whose service connection(s) require(s) backflow control, as described in subparagraph (C)(1) above, shall pay an annual administrative fee of fifty dollars ($50.00), which the water utility shall assess on its water bill for each service connection requiring backflow control. The backflow administrative charge will increase by ten dollars ($10.00) each decade starting in 2030.

3. *Ordinance Violation Fine.* Failure to comply with provisions and requirements of this ordinance or willful removal or bypass of any infrastructure required under this ordinance without prior approval of the water utility is subject to the general penalty under Section 1-3, SFCC 1987 per violation. Each violation shall constitute a separate offense. A customer contesting a violation may follow the procedures under Exhibit

A, Rule 22. Violations to this ordinance include but are not limited to:

a. Failure to test and submit results for each required backflow prevention assembly.

b. Falsifying records required to be submitted by this ordinance.

c. Removal, bypass, or shutoff of any required backflow prevention assembly.

d. Failure to use an airgap or approved backflow prevention assembly at a fire hydrant.

4. *Payment*. All fees and charges shall be added to the water bill for the account associated with the point of delivery where the violation occurs.

5. *Responsibility of Payment, Liens and Deposit*. The customer shall pay the fees and charges included in this ordinance in accordance with Section 15-1.5, SFCC 1987.

E. GROUNDS FOR TERMINATION OF WATER SERVICE.

1. Notwithstanding any other provision of this Rule, in the event the Public Utilities Department Director determines that a system hazard exists due to a cross-connection, the water utility has the right to immediately terminate water service to the customer's premises. The water utility shall notify the customer of any water service termination to the premises and of the system hazard on the premises. The water utility shall not restore water service to the premises until the customer has controlled or eliminated the system hazard to the satisfaction of the Public Utilities Department Director.

2. In addition to the fees listed in subsection (D)(3) above, failure to install required infrastructure or abide by requirements as directed in the UPC or

the Backflow Prevention and Control Program's policies and procedures, may, with Public Utilities Department Director approval, constitute grounds for termination of water service to the premises. Service shall not be restored until such conditions or defects are corrected. If water service is terminated for any of these reasons, a turn-off and turn-on water service fee will be assessed to the customer as per Rule No. 9 of Exhibit A, Chapter 25 SFCC 1987, as it may be amended.

3. The water utility may terminate water service for non-payment of the fees included in this ordinance in accordance with Rule No. 9 of Exhibit A, Chapter 25 SFCC 1987, as it may be amended.

F. SEVERABILITY CLAUSE.

If any section, paragraph, sentence, clause, word or phrase of this ordinance is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance. The governing body declares that it would have passed this ordinance and each section, paragraph, sentence, clause, word or phrase thereof irrespective of any provision being declared unconstitutional or otherwise invalid.

G. EFFECTIVE DATE.

This ordinance shall be effective 30 days after t the ordinance's adoption date.

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Jan 22, 2026 10:21:03 MST)

MARCOS D. MARTINEZ, INTERIM CITY ATTORNEY

Legislation/2026/ Bill No. 2024-14/Bills/Backflow Prevention and Control Program

FIR No. 10602

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Backflow Prevention and Control Program

Sponsor(s): Councilor Chavez, and Councilor Castro

Reviewing Department(s): Public Utilities Department- Water Division; Public Works

Staff Completing FIR: Justin Gonzales, Cross Connection Specialist **Date:** 01/22/2026`

Phone: (505) 531-7112

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Jan 22, 2026 10:21:03 MST) **Date:** _____

Reviewed by Finance Director: ANDREA PHILLIPS (Jan 22, 2026 12:55:01 MST) **Date:** 01/22/2026

Summary:
The proposed bill amends Exhibit A of Section 25-4.1 SFCC 1987, to update definitions, create a new rule Number 7, and directs the City of Santa Fe's Water Division to adopt backflow prevention and control rules from the *Uniform Plumbing Code* and University of California's *Manual of Cross-Section Control*. The bill also establishes inspection and administrative fees, as well as fines for inspection and administrative as well as for violations of the rules established in the bill. These measures are best practices for water utilities and are necessary to prevent potential contamination to the city's potable water supply.

Departments Affected:
Public Works Department, Facilities Division, and Parks and Open Space Division.
Public Utilities Department, Water Division

Consequences of Not Enacting Legislation:
If this legislation is not adopted, there remains an unacceptably high risk of backflow contamination into the city's potable supply of water.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This legislation compliments SFCC 1987, Sections 14-8.4(a) and Exhibit A, Rule 8 of Chapter 25 of SFCC 1987, all of which require backflow prevention but do not have a mechanism for enforcement or to ensure devices are in good working order.

Performance and Administrative Implications:
This bill would require additional administrative costs to City's Utility's Department.

Fiscal Implications:
For the Public Works Department, there will be costs associated with using a third party to do backflow testing, estimated at $15,720 per year. For the Public Utitlites Department, there will be costs to implement the backflow prevention and control program, including staff and software which are estimated at $125,000

per year in 2026, and revenue from fees and fines estimated at $85,000 per year in 2026. Net cost to the City of approximately $55,720 per year in 2026

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures: Public Works Department

Expenditure Type	FYE '26	FYE '27	FYE '28	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$ 15,720	$15,720	$15,720				
Operating	$ 6,550	$6,550	$6,550				$19,650
Total:	$22,270	$22,270	$22,270				$66,810

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

Expenditure Narrative:
These numbers represent one hundred thirty-one (131) City-owned backflow devices (104 irrigation, 27 buildings) at an assumed cost of $120 per backflow device per year, plus a $50 administrative fee is $6,550 total. Training costs an average $1000 plus an estimated 130 hours per year of staff time if public works decides not to go with third party tester. Additional new budget will need to be required to absorb these costs.

Revenue: Public Works Department

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

Revenue Narrative:

Expenditures: Public Utilities Department

Expenditure Type	FYE '26	FYE '27	FYE '28	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ 110,000	$ 111,000	$ 112,000				
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$ 15,000	$ 15,000	$ 15,000				$
Total:	$125,000	$126,000	$127,000				$ 378,000

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

Expenditure Narrative:

These numbers represent one (1) employee and software expense per year, and they assume one thousand seven hundred and two (1702) software devices in 2026 and 1% employee pay increase per year.

Revenue: Public Utilities Department

Revenue Type	FYE '26	FYE '27	FYE '28	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$85,100	$85,950	$86,800		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative: The special revenue is a $50 fee that is applied to each backflow device in our system. This is an estimate. Assuming 1702 devices in 2026 and 1% increase per year.

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: jmgonzales1@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: January 1, 2026

To: Governing Body; Public Works and Utilities Committee; Finance Committee

From: Alan Hook, Water Resources Coordinator

Via: Jesse Roach, Interim Public Utilities Director
Jonathan Montoya, Interim Water Division Director

RE: Acceptance of a Loan and Grant Funding from the New Mexico Water Trust Board in the amount of $7,750,000 for Canyon Road Water Treatment Plant Flocculation and Sedimentation Improvements, Water Trust Board Project No. WFP-6314.

EXECUTIVE SUMMARY:

The proposed bill would authorize the execution and delivery of both a Water Project Fund loan of $3,100,000 as well as a grant of $4,650,000 between the New Mexico Finance Authority (NMFA) and the City of Santa Fe ("City"), New Mexico. The total amount, $7,750,000, would finance the cost of construction of new flocculation and sedimentation improvements to the Canyon Road Water Treatment Plant. The bill specifies that both the loan and the grant be utilized solely for the eligible project costs, pursuant to NMSA 1978 § 72-4A-7. With respect to the loan debt, the bill pledges that the City would pay the loan amount and administrative fee directly from the net revenues of the water utility system of the City.

ATTACHMENTS:

Memo Attachment – WFP-6314, Water Project Fund Loan/Grant Agreement
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-01

INTRODUCED BY:

Councilor Amanda Chavez

A BILL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE: AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF SANTA FE, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $7,750,000, INCLUDING A LOAN IN THE AMOUNT OF $3,100,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF NEW FLOCCULATION AND SEDIMENTATION IMPROVEMENTS TO THE CANYON ROAD WATER TREATMENT PLANT, INCLUDING DEMOLITION OF EXISTING CLARIFIER EQUIPMENT, STRUCTURAL ADDITIONS, NEW FLOCCULATION AND SEDIMENTATION EQUIPMENT, ALL ASSOCIATED POWER, CONTROLS, PROCESS AND CHEMICAL PIPING, AND VALVES, NEW FLOCCULATION

underscored material = new [~~bracketed material~~] = delete

MASTER CONTROL CENTER ELECTRICAL BUILDING AND ASSOCIATED GRADING AND PAVING, POTABLE WATER YARD PIPING RELOCATION AND ALL ASSOCIATED INSTRUMENTATION, ELECTRICAL, ARCHITECTURAL AND HVAC DESIGN COMPONENTS, INCLUDING RELATED WORK AND REVISIONS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing home-rule municipality under the constitution and general laws of the State of New Mexico, and more specifically, NMSA 1978 §§ 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for

financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies, and the Act; and

WHEREAS, pursuant to the Board Rules, the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on August 29, 2024, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the

full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires

otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $6,432,952.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

"Authorized Officers" means any one or more of the Mayor, Mayor Pro Tem, City Manager, and City Clerk of the Borrower/Grantee.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Borrower/Grantee" means the City of Santa Fe, New Mexico.

"Closing Date" means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

"Completion Date" means the date of final payment of the cost of the Project.

"Conditions" has the meaning given to that term in the Loan/Grant Agreement.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" has the meaning given to that term in the Loan/Grant Agreement.

"NMFA" means the New Mexico Finance Authority.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means duly organized City Council and Mayor of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project,

and shall not equal more than $4,650,000.

"Gross Revenues" has the meaning assigned to such term in Ordinance 2016-19 of the Borrower/Grantee (the "Master Utility Ordinance").

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of $3,100,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $7,750,000.

"Loan/Grant Agreement" means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Ordinance.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is

applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System;

(b) insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay Debt Service Requirements on System Bonds) for Credit Facilities;

(d) expenses other than Expenses paid from the proceeds of System Bonds;

(e) the costs of audits of the books and accounts of the System;

(f) amounts required to be deposited in the Rebate Fund;

(g) salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys

other than Gross Revenues.

"Ordinance" means this Ordinance as it may be supplemented or amended from time to time.

"Pledged Revenues" means the Net Revenues of the System pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan/Grant Agreement and described in the Term Sheet.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"State" means the State of New Mexico.

"System" means the municipally owned public utility designated as the Borrower/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection

therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant Agreement.

"Useful Life" means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved, and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of $4,650,000 and borrowing the Loan Amount of $3,100,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Grant shall be in the amount of $4,650,000 and the Loan shall be in the amount of $3,100,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and

deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant

Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) on the Pledged Revenues subordinate to the lien thereon of all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, shall be on parity with the lien of the Loan/Grant Agreement authorized by this Ordinance.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration. On and after the Closing Date, this Ordinance may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations

due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[*Remainder of page intentionally left blank.*]

[*Form of Notice of Adoption of Ordinance for Publication*]

CITY OF SANTA FE, NEW MEXICO NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. _____, duly adopted and approved by the Governing Body of the City of Santa Fe, New Mexico on March ___, 2026. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk at 200 Lincoln Avenue, Santa Fe, New Mexico 87501.

The title of the Ordinance is:

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF SANTA FE, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $7,750,000, INCLUDING A LOAN IN THE AMOUNT OF $3,100,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF NEW FLOCCULATION AND SEDIMENTATION IMPROVEMENTS TO THE CANYON ROAD WATER TREATMENT PLANT, INCLUDING DEMOLITION OF EXISTING CLARIFIER EQUIPMENT, STRUCTURAL ADDITIONS, NEW FLOCCULATION AND SEDIMENTATION EQUIPMENT, ALL ASSOCIATED POWER, CONTROLS, PROCESS AND CHEMICAL PIPING, AND VALVES, NEW FLOCCULATION MCC ELECTRICAL BUILDING AND ASSOCIATED GRADING AND PAVING, POTABLE WATER YARD PIPING RELOCATION AND ALL ASSOCIATED INSTRUMENTATION,

ELECTRICAL, ARCHITECTURAL AND HVAC DESIGN COMPONENTS, INCLUDING RELATED WORK AND REVISIONS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[*End of Form of Notice of Adoption for Publication*]

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Jan 23, 2026 16:31:13 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

ATTACHMENT A

$7,750,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

_____, 2026

by and between the

NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,

and

CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO,
as Borrower/Grantee.

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated **_____, 2026**, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF SANTA FE** in SANTA FE COUNTY, NEW MEXICO (the "Borrower/Grantee").

W I T N E S S E T H:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing incorporated municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, §§3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow $3,100,000 from the Lender/Grantor and to accept a grant in the amount of $4,650,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 16, 2022 and January 25, 2023 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on August 29, 2024 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project have been approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined). In addition, capitalized terms not defined in the recitals or in this Article I shall have the meaning assigned to such terms in Ordinance No. 2016-19 of the Borrower/Grantee (the "Master Water Utility Ordinance") unless the context clearly requires otherwise. In the event of a conflict between the defined terms in this Agreement and those in the Master Water Utility Ordinance, the defined terms in the Master Water Utility Ordinance shall supersede those in this Agreement.

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $6,432,952.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

"Agreement Term" means the term of this Agreement as provided under Article III of this Agreement.

"Application" means the New Mexico Water Trust Board Application dated September 16, 2022 and the New Mexico Water Trust Board Readiness Application dated January 25, 2023 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

"Authorized Officers" means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem, Finance Director, Treasurer, City Manager, and City Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Closing Date" means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

"Colonias Infrastructure Act" means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

"Conditions" means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

"Department of Finance and Administration" or "DFA" means the department of finance, and administration of the State.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Agreement.

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means duly organized City Council and Mayor of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $4,650,000.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System. In the event there is a conflicting description of Gross Revenues in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Borrower/Grantee and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

"Hardship Waiver" means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

"Interest Component" means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit "B" hereto.

"Interim Debt Service Schedule" means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit "B".

"Interim Period" means the period no greater than twenty-four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

"Lender/Grantor" means the New Mexico Finance Authority.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $3,100,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $7,750,000.

"Loan Payments" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit "B" hereto.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs,

required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Borrower/Grantee directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System Bonds) for credit facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Borrower/Grantee's general fund, liabilities incurred by the Borrower/Grantee as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues. In the event there is a conflicting description of Operation and Maintenance Expenses in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

"Ordinance" means the Borrower/Grantee's Ordinance No. _____, adopted by the Governing Body on _____, 2025, authorizing the acceptance of the Loan/Grant,

approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and the Administrative Fee as shown on the Term Sheet.

"Parity Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and the Administrative Fee pursuant to the Ordinance and this Agreement and described in the Term Sheet.

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "B" hereto.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"Senior Obligations" means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

"State" means the State of New Mexico.

"State Board of Finance" means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

"System" means the municipally owned public utility designated as the Borrower/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing

Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to this Agreement.

"Useful Life" means the structural and material design life of the Project including planning and design features as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a

pro rata basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for water conservation or recycling, treatment or reuse of water as provided by law. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or

other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Ordinance shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expenses of the Borrower/Grantee.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial

capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Rate Covenant. The Borrower/Grantee covenants that, in addition to complying with the Rate Covenant set forth and defined in the Master Water Utility Ordinance, it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(s) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(t) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project or System, or any part of the Project or System so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(u) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is being constructed, located, completed or extended, and if any portion of the Project will be designed, constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(v) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to

complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(w) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Reserved.

(y) Efficient Operation. The Borrower/Grantee will operate the System so long as this Agreement is outstanding, will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable demands for System services.

(z) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the System; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

(aa) Billing Procedure. Bills for water service or facilities, furnished by or through the System, shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution or regulation of the Borrower/Grantee. If permitted by law, if a bill is not paid within the period of time required by such ordinance, resolution or regulation, water service shall be discontinued as required by such ordinance, resolution or regulation, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(bb) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(cc) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(dd) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

(ee) Additional Obligations. The Borrower/Grantee may incur additional Senior Obligations upon the satisfaction of the additional bonds test set forth in the Master Water

Utility Ordinance. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Parity Obligations unless such Parity Obligation has been issued by the NMFA. The Borrower/Grantee shall identify any additional Senior Obligations issued by the Borrower/Grantee after the Closing Date in any future application for financing submitted to the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III
AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV
LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of

this Agreement will be approved by the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, or on behalf of the NMFA by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged

Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An "undue hardship" exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI
LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursal of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement or by electronic debit of the account identified in the ACH Authorization. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available

funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII
THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate, and maintain the Project lawfully and efficiently. The Project shall be constructed and completed substantially in accordance with the approved plans and specifications, and shall fully incorporate the available technologies and operational design for water use efficiency described in the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition

or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on _____, 202__, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to

the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law.

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the

Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX
INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent required by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended

on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the

Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ

attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Santa Fe
Attn.: Finance Director
200 Lincoln Ave
Albuquerque, New Mexico 87501

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall

constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST

JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on August 7, 2024 and by the NMFA's Board of Directors on August 29, 2024, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

Sutin, Thayer & Browne A Professional Corporation
As Loan/Grant Counsel

By_____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By_____
Mark Chaiken, General Counsel

BORROWER/GRANTEE:

CITY OF SANTA FE, SANTA FE COUNTY,
NEW MEXICO

By_____
Michael Garcia, Mayor

[SEAL]

ATTEST:

By_____
Geralyn Cardenas, Interim City Clerk

EXHIBIT "A"

TERM SHEET

$7,750.000 WATER PROJECT FUND LOAN/GRANT TO THE CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

Project Description:	The Project is for water conservation or recycling, treatment or reuse of water as provided by law. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of construction of new flocculation and sedimentation improvements to the Canyon Road Water Treatment Plant, including demolition of existing clarifier equipment, structural additions, new flocculation and sedimentation equipment, all associated power, controls, process and chemical piping, and valves, new flocculation MCC electrical building and associated grading and paving, potable water yard piping relocation and all associated instrumentation, electrical, architectural and HVAC design components, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	$4,650,000
Loan Amount:	$3,100,000
Pledged Revenues:	"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and Administrative Fees pursuant to the Ordinance and the Agreement.
Outstanding Senior Obligations for Pledged Revenues:	City of Santa Fe, New Mexico Water Utility System Refunding Revenue Bonds, Series 2016, DW-1475, DW-2696, NMED Loan CWSRF 140
Outstanding Parity Obligations:	WPF-6315 and WPF-6316

Authorizing Legislation:	Borrower/Grantee Ordinance No. _____, adopted _____, 2025
Additional Funding Amount:	$6,432,952
Closing Date:	_____, 2025
Project Account Amount:	$7,750,000
Expense Account Deposit:	$0.00
Administrative Fee:	.25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Ordinance was adopted and at which this Agreement, the Ordinance and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2027 and ending June 1, 2046. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

[ATTACH DEBT SERVICE SCHEDULE OR INTERIM DEBT SERVICE SCHEDULE]

EXHIBIT "C"

FORM OF REQUISITION
(Water Project Fund)

RE: $7,750,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Santa Fe, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6314 Closing Date: _____, 2025

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: $_____

PAYEE'S NAME: _____
PAYEE'S ADDRESS: _____
_____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: $_____

Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: $_____

TOTAL REQUIRED MATCH: $_____

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____ _____

AUTHORIZED OFFICER
(As Provided in the Loan/Grant Agreement)
Print Name:_____
Print Title: _____

EXHIBIT "D"

WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: **Contact Name:** **Title:** **Email Address:**	**Project Number**: **Project Name**: **Project Type**:

Reporting Period: From _____ **To**_____

☐ Quarterly Project Report: ☐1st ☐2nd ☐3rd ☐4th

☐ Final Project Report ☐ Other _____

WPF Funding Expiration: _____

Total WPF Award: $_____ **Current Balance**: $_____

Loan _____% Grant _____% Match $_____

Expected WPF Award Expenditure Next Quarter: $_____

Local Match Expenditure: To Date $_____ **Next Quarter** $_____

Project Phase: ☐Planning ☐ Design ☐ Construction

PROJECT COMPLETION: Original Date _____ **Current Date**_____

_____**% Complete Days Remaining to Complete** _____ **On Schedule?** ☐**Yes** ☐**No**

Briefly Describe Project Progress During This Reporting Period:

Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:

Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:

Authorized Officer **PRINT NAME:**_____

PRINT TITLE:_____

SIGNATURE: **Date:**

All fields must be completed.

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: $7,750,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the City of Santa Fe, New Mexico as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6314

Closing Date: _____, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan/Grant Amount was $ _____.

4. Cost of the Project paid from the Additional Funding Amount was $ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

By: _____

Its: _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 2025-5 adopted by the Borrower/Grantee on January 15, 2025

2. Ordinance No. _____ adopted on _____, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Ordinance in the *Santa Fe New Mexican*

3. Loan/Grant Agreement

4. General and No Litigation Certificate of the Borrower/Grantee

5. Delivery, Deposit and Cross-Receipt Certificate

6. Pledge Revenue Certificate

7. Right of Way Certificate (to be executed prior to construction funding)

8. Final Opinion of Counsel for the Borrower/Grantee

9. Final Opinion of Bond Counsel for the Borrower/Grantee

10. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the NMFA

11. NMFA Application and Project Approval (informational only)

FIR No. 10731.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): 6314 CRWTP Improvements Loan and Grant Agreement for $7,750,000

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Alan Hook, Water Resources Coordinator
Date: 1/1/2026 **Phone:** (505) 955-4205

Reviewed by City Attorney: Marcos Martinez (Jan 23, 2026 16:31:13 MST) **Date:** 01/23/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Jan 23, 2026 16:32:31 MST) **Date:** 01/23/2026

Summary:
The proposed bill would authorized the execution and delivery of both a Water Project Fund loan of $3,100,000 as well as a grant of $4,650,000 between the New Mexico Finance Authority (NMFA) and the City of Santa Fe ("City"), New Mexico. The total amount, $7,750,000, would finance the cost of construction of new flocculation and sedimentation improvements to the Canyon Road Water Treatment Plant. The bill specifies that both the loan and the grant be utilized solely for the eligible project costs, pursuant to NMSA 1978 § 72-4A-7. With respect to the loan debt, the bill pledges that the City would pay the loan amount and administrative fee directly from the net revenues of the water utility system of the City.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not authorize funds for a total of $7,750,000 in the form of a loan of $3,100,000 and a grant of $4,650,000.

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

Performance and Administrative Implications:
This project is necessary because the equipment/processes being replaced and upgraded have reached the end of their useful life. This project replaces aging infrastructure with new state-of-the art infrastructure and is needed to keep this vital water treatment plant in service for years to come. This project combined with other planned upgrades will also increase the capacity of the water treatment plant.

Fiscal Implications:
If this bill is adopted, the City will accept funds from NMFA in the total amount of seven million seven hundred fifty thousand dollars ($7,750,000) for the purpose of financing the costs of construction of new flocculation and sedimentation improvements to the Canyon Road Water Treatment Plant. These funds take the form of two agreements – a loan for three million one hundred thousand dollars ($3,100,000) and a grant for four million six hundred fifty thousand dollars ($4,650,000). The loan portion of the agreement is to be paid back within 20 years at an interest rate of 0.025%.

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	$ 7,750,000	$	$		NR	505	
Operating	$	$	$				$
Total:	$ 7,750,000	$	$				$ 7,750,000

Expenditure Narrative:
The loan repayment begins after closing of the loan/grant agreement in 2026 and repayment will come from the water utility enterprise fund over a 20 year term at an interest rate of 0.25% for the $3,100,000 debt.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$ 7,750,000	$	$	NR	
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
Should the Governing Body authorize the execution and delivery of both the loan and the grant agreement described in the ordinance, the City will receive seven million, seven-hundred and fifty thousand dollars in water project funds toward the new flocculation and sedimentation improvements to the Canyon Road Water Treatment Plant.

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: jmmontoya@santafenm.gov

Signature:

Email: aghook@santafenm.gov