



Agenda

**Regular Meeting of the Public
Works and Utilities Committee
March 30, 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

7. Action Items: Consent Agenda

- a. Request for Approval of the March 16, 2026, Public Works and Utilities Committee Minutes. (Elsa Ornelas-Segura, Administrative Manager; egornelassegura@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/30/2026

- b. Request for Approval of a Purchase Order Change with ITSQuest, Inc. in the Total Amount of \$241,268.95 for Utility Billing System Modernization Project. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$181,972 from the Public Utilities Cash Enterprise Fund to Public Utilities Admin Service Contracts for the Utility Billing Modernization Project with ITSQuest, Inc.

Committee Review:

Public Works and Utilities Committee: 03/30/2026

Finance Committee: 04/06/2026

Governing Body: 04/07/2026

- c. CONSIDERATION OF BILL NO. 2026-5. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Amanda Chavez and Councilor Pilar Faulkner)
A Bill 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 \$2,500,000, Including a Loan in the Amount of \$1,000,000 Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Designing McClure Dam to the Outlet Conduit and Spillway, 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 (Introduction): 03/11/2026

Governing Body (Public Comment): 03/25/2026

Public Works and Utilities Committee: 03/30/2026
Finance Committee: 04/06/2026
Governing Body (Public Hearing): 04/29/2026

- d. 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 Office of the State Engineer Grant Agreement DSB-FY26-HHPD-01, to Plan and Design the Rehabilitation of McClure Dam. (Taylor Jurgens, Engineer, Water Division; trjurgens@santafenm.gov)

Committee Review:

Governing Body (Introduced): 03/25/2026
Public Works and Utilities Committee: 03/30/2026
Finance Committee: 04/01/2026
Governing Body: 04/07/2026

- e. CONSIDERATION OF RESOLUTION NO. 2026-____. (County Commissioner Lisa Cacari Stone, Mayor Michael Garcia, and Councilor Pilar Faulkner)
A Joint Resolution Recognizing the Value of Periodic Joint Meetings Between Santa Fe County and the City of Santa Fe and Establishing a Framework for Conducting Those Meetings. (Brian Moya, Interim City Manager; bjmoya@santafenm.gov)

Committee Review:

Governing Body (Introduced): 03/25/2026
Public Works and Utilities Committee: 03/30/2026
Quality of Life Committee: 04/01/2026
Finance Committee: 04/06/2026
Governing Body: 04/07/2026

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, 20, 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.

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

1. Call to Order

The Regular Meeting of the Public Works and Utilities Committee was called to order by Councilor Amanda Chavez at 5:02 PM, on Monday, March 16, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT

Councilor 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

Jesse Roach, Interim Public Utilities Department Director
Sam Burnett, Interim Public Works Department Director
Tim Ferrell, Interim Facilities Division Director
Caryn Grosse, Public Works Project Manager III
E. Lisa Kahahane, Contracts Administrator
Walker Williamson, Water Resources Coordinator

3. Approval of Agenda

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

VOTE The motion Passed on a voice vote.

4. Approval of Consent Agenda

Item 7D of the Agenda was pulled by Councilor Amanda Chavez

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Bustamante, to Amend.

VOTE The motion Passed on a voice vote.

5. Public Comment

6. Presentations

- a. Public Works Department Employee of the Month for March 2026: Orlando Valdez, CDL Driver III, Transit Division. (Sam Burnett, Interim Public Works Director, jsburnett@santafenm.gov)
- b. City of Santa Fe Facilities Management Division (FMD): Digital Infrastructure Management for Integrated Facilities Management. (Sam Burnett, Interim Public Works Director; jsburnett@santafenm.gov, Tim Farrell, Interim Facilities Division Director; tgfarrell@santafenm.gov)
- c. The Water Resources Indicator: A Data Based Tool to Inform Seasonal Conservation Policy. (Walker Williamson, Water Resources Coordinator; wrwilliamson@santafenm.gov)

7. Action Items: Consent Agenda

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

Committee Review:

Public Works and Utilities Committee: 03/16/2026

Approved on Consent

- b. Request for Approval of a Lease Agreement with Mark A Lopez Development, to Operate a Retail Gift Shop and Hallway Displays at the Santa Fe Regional Airport in the Amount of \$6,734.75 for the First Year with a 2.5% Yearly Increase, Plus a Gross Receipts Fee of 12% for an Initial Term of Five Years and Two Option Terms of Five Years Each. (Jimmy Gunn, jdgunn@santafenm.gov; Terry Lease, tjlease@santafenm.gov).

Committee Review:

Public Works and Utilities Committee: 03/16/2026

Finance Committee: 03/23/2026

Governing Body: 03/25/2026

Approved on Consent

- c. Request for Approval of Amendment No. 1 to Item # 24-0304 with New Mexico Aging and Long-Term Services Department to Decrease the Compensation Amount by \$72,000 for a New Total Amount of \$241,120 for Volunteer Program Services. (Manuel Sanchez, Interim Community Services Department Director/Senior Services Division Director; mnsanchez@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/16/2026

Finance Committee: 03/23/2026

Governing Body: 03/25/2026

Approved on Consent

- d. CONSIDERATION OF BILL NO. 2026-03. ADOPTION OF ORDINANCE NO. 2026-_____. (Mayor Michael Garcia)
A Bill Relating to City Administration; Amending Section 2-8 SFCC 1987 to Reorganize Certain City Departments; Creating New Sections of Code to Include 2-8.10, 2-8.11, 2-8.12, 2-8.13, 2-8.14, and 2-8.15; Amending Section 2-8.1 SFCC 1987 to Include a General Provisions Section and Exhibit A; Amending Section 2-8.2 to Rename Community Health and Safety Department to "Community Services Department" and to Include Youth and Family Services and Recreation, and to Remove the Office of Emergency Management; Amending Section 2-8.3 SFCC 1987 to Eliminate the Community Development Department; Amending 2-8.4 to Establish the Office of Emergency Management and Changing the Name From Office of Emergency Management to "Emergency Management Department"; Amending 2-8.5 Creating a New Department the "Economic Development Department" and to Include the Arts and Culture Division and the Film Division; Amending 2-8.6 Creating a Department the "Land Use Department" and to Include the Affordable Housing Division; Amending Section 2-8.7 Creating Tourism Santa Fe Department; Creating Section 2-8.14 to Include a New "Regional Airport Department"; Creating Section 2-8.15 to Include the Metropolitan Redevelopment Agency and Renaming it "Metropolitan Redevelopment Agency ("MRA") Department"; Repealing Sections 2-14, 2-15, and 2-20 SFCC 1987; Repealing Exhibit C of SFCC 1987, "City Organization". (Brian Moya, Interim City Manager; bjmoya@santafenm.gov)

Committee Review:

Governing Body (Introduced): 02/25/2026

Governing Body (Public Comment): 03/11/2026

Public Works and Utilities Committee: 03/16/2026

~~Quality of Life Committee: 03/18/2026~~ **MEETING HAS BEEN CANCELED**

Finance Committee: 03/23/2026

Governing Body (Public Hearing): 04/07/2026

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

VOTE The motion Passed on a voice vote.

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

VOTE The motion Passed on a voice vote.

Councilor Faulker stepped out.

- e. CONSIDERATION OF BILL NO. 2026-04. ADOPTION OF ORDINANCE NO. 2026-_____. (Councilor Amanda Chavez and Councilor Alma Castro)

Be It Ordained by the Governing Body of the City of Santa Fe:
Authorizing the Execution and Delivery of a Loan and Subsidy Agreement (“Loan Agreement”) by and Between the New Mexico Finance Authority (“NMFA”) and City of Santa Fe, New Mexico (“the Borrower”), in the Total Amount of Seventeen Million Dollars (\$17,000,000), Evidencing an Obligation of the Borrower to Utilize the Loan Amount Solely for the Purpose of Financing the Costs of Constructing a New Flocculation and Sedimentation Process and Making Improvements to the Canyon Road Water Treatment Plant as a Component of the System Owned and Operated by the Borrower, and Solely in the Manner Described in the Loan Agreement; Providing for the Pledge and Payment of the Loan Solely From the Net Revenues of the Water Utility System of the Borrower; Certifying that the Loan Amount, Together with Other Funds Available to the Borrower, is Sufficient to Complete the Project; Approving the Form of and other Details Concerning the Loan 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 Agreement. (Clinton Peterson, Public Utilities Engineer; cdpeterson@santafenm.gov)

Committee Review:

Governing Body (Introduction): 02/25/2026
Governing Body (Public Comment): 03/11/2026
Public Works and Utilities Committee: 03/16/2026
Finance Committee: 03/23/2026
Governing Body (Public Hearing): 04/07/2026

Approved on Consent

- f. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia)
A Resolution Authorizing the Sale and Consumption of Beer and Hard Cider During the Party on the Pitch Soccer Tournament on May 30, 2026, Pursuant to Section 23-6.2(C) SFCC 1987. (Geraldyn Cardenas, Interim City Clerk; gfcardenas@santafenm.gov)

Committee Review:

Governing Body (Introduced): 03/11/2026
Public Works and Utilities Committee: 03/16/2026
Governing Body: 03/25/2026

Approved on Consent

- g. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia)
A Resolution Approving Budget Amendments and Requesting that New Mexico Department of Finance and Administration Approve the City of Santa Fe’s Second Quarter Budget Amendments for Fiscal Year 2026. (Christina Martinez, Senior Budget Analyst; cfmartinez@santafenm.gov, Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov)

Committee Review:

Governing Body: 03/11/2026

Public Works and Utilities Committee: 03/16/2026

Finance Committee: 03/23/2026

Governing Body: 03/25/2026

Approved on Consent

8. Action Items: Discussion Agenda

9. Executive Session

10. Matters from Staff

11. Matters from the Committee

An information session regarding Area 1b will be held on March 19th at The Food Depot.

12. Matters from the Chair

13. Next Meeting: Monday, March 30, 2026

14. Adjourn

Meeting Adjourned at 6:01 PM

Liaison

Chair



The Purchasing Memo

Date: February 25, 2026

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

From: Nancy Jimenez, Public Utilities Admin, Billing and Customer Service Div. Dir NLJ
NLJ

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

Subject: Utility Billing System Modernization Project

Vendor Name: ITSQuest, Inc.

Munis Vendor Number: 9036

ITEM AND ISSUE:

Public Utilities Division respectfully requests your review and approval to generate a purchase order with ITSQuest, Inc. NM State price agreement #40-00000-203-00027 in the total amount of \$181,971.38 excluding tax for Utility Billing System Modernization Project. (Nancy Jimenez, Public Utilities Admin, Billing and Customer Service Division Director: njimenez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount \$181,972 from the Public Utilities Cash Enterprise Fund to Public Utilities Admin Service Contracts for the Utility Billing Modernization Project with ITSQuest, Inc.

BACKGROUND AND SUMMARY:

The City of Santa Fe Public Utilities Department is advancing the Utility Billing System Modernization Project to replace the legacy platform with CIS Infinity. This initiative strengthens billing accuracy, operational efficiency, system integration, and long-term service reliability for utility customers.

The project is currently in the structured testing phase, focused on validating system functionality, data conversion accuracy, interface performance, and end-to-end workflow execution. Test scripts are being executed across functional areas to confirm that the system performs in accordance with defined business and technical requirements. In scoping the transition to ADVANCED we underestimated the amount of external testing that would be required. We thought we could do more testing internally but the burden on internal testers with their full-time job is too high.

Testing efforts include regression testing, scenario-based validation, data reconciliation, and defect documentation. Identified issues are tracked, prioritized, and resolved in coordination with implementation partners to ensure readiness for downstream phases and production deployment. We think approximately \$241,268.95 will be required for external testing. We are starting with a small cooperative procurement with ITSQuest for testing things with City Manager approval and will follow with a larger cooperative procurement through committees to expand the amount.

To maintain testing momentum and avoid delays, the project requires supplementing city employees with temporary contract testers. This approach increases coverage capacity, supports sustained execution of test scripts, and ensures continuous review cycles without overextending existing staff. Supplemental contractor support enables efficient defect turnaround and helps maintain steady progress during this critical validation period.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: UTILITY / 511

Munis Org Name/Number: PU Admin / 5115501

Munis Object Name/Number: Svc Cntr / 510310

Budget Officer / Designee: _____ **Date:** _____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement Statewide Price Agreement 40-00000-203-00027 Temporary Administrative and Professional Staffing (GS-02F-006CA) Term Date December 9, 2024 – December 8, 2029

Chief Procurement Officer (CPO)/Designee: _____ **Date:** _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Department Contract Administrator Contact Info: [Amanda Britt / apbritt@santafenm.gov](mailto:apbritt@santafenm.gov) / x4355

ATTACHMENTS:

Budget Amendment Resolution (BAR)

Procurement document: Statewide Price Agreement

Vendor's Quote

Certificate of Liability Insurance

Log # <i>{Finance use only}</i> :
Journal # <i>{Finance use only}</i> :

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

DEPARTMENT / DIVISION NAME					DATE	
Public Utilities Department / Utility Customer Service					3/6/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
EXPENDITURES				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Service Contracts	5110351	510310		181,972		
Transfer Out (ESD)	5100331	765511		39,816		
Transfer Out (Wastewater)	5000361	765511		38,250		
TransferOut (Water)	5050381	765511		103,906		
REVENUES				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
Transfer In (ESD)	5110351	665510		(39,816)		
Transfer In (Wastewater)	5110351	665500		(38,250)		
Transfer In (Water)	5110351	665505		(103,906)		
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 181,972	\$ -	

BAR is needed for the Utility Billing System Modernization Project "testers" from ITSQuest, Inc.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
500	(38,250)
505	(103,906)
510	(39,816)
TOTAL:	(181,972)

Amanda Britt for Nancy Jimenez Prepared By <i>(print name)</i>	Date	<i>(Use this form for Finance Committee/ City Council agenda items ONLY)</i>	Budget Officer	Date
Division Director Signature <i>(optional)</i>	Date	CITY COUNCIL APPROVAL	Finance Director <i>{ ≤ \$5,000 }</i>	Date
Department Director Signature	Date	City Council Approval Date: <input type="text" value="3/9/26"/> Agenda Item #: <input type="text"/>	City Manager <i>{ ≤ \$60,000 }</i>	Date

The Purchasing Memo

Date: February 19, 2026

To: Chief Brian Moya, Interim City Manager BM
BM

From: Nancy Jimenez, Public Utilities Admin, Billing and Customer Service Div. Dir NLJ
NLJ

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

Subject: Utility Billing System Modernization Project

Vendor Name: ITSQuest, Inc.

Munis Vendor Number: 9036

ITEM AND ISSUE:

Public Utilities Division respectfully requests your review and approval of a Purchase Order in the total amount of \$59,297.57 excluding tax for Utility Billing System Modernization Project with ITSQuest, Inc.

BACKGROUND AND SUMMARY:

The City of Santa Fe Public Utilities Department is advancing the Utility Billing System Modernization Project to replace the legacy platform with CIS Infinity. This initiative strengthens billing accuracy, operational efficiency, system integration, and long-term service reliability for utility customers.

The project is currently in the structured testing phase, focused on validating system functionality, data conversion accuracy, interface performance, and end-to-end workflow execution. Test scripts are being executed across functional areas to confirm that the system performs in accordance with defined business and technical requirements. In scoping the transition to ADVANCED we underestimated the amount of external testing that would be required. We thought we could do more testing internally but the burden on internal testers with their full-time job is too high.

Testing efforts include regression testing, scenario-based validation, data reconciliation, and defect documentation. Identified issues are tracked, prioritized, and resolved in coordination with implementation partners to ensure readiness for downstream phases and production deployment. We think approximately \$241,268.95 will be required for external testing. We are starting with a small cooperative procurement with ITSQuest for testing things with City Manager approval and will follow with a larger cooperative procurement through committees to expand the amount.

To maintain testing momentum and avoid delays, the project requires supplementing city employees with temporary contract testers. This approach increases coverage capacity, supports sustained execution of test scripts, and ensures continuous review cycles without overextending existing staff. Supplemental contractor support enables efficient defect turnaround and helps maintain steady progress during this critical validation period.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: UTILITY / 511

Munis Org Name/Number: PU Admin / 5115501

Munis Object Name/Number: Svc Cntr / 510310

Budget Officer / Designee: Andy Hopkins **Date:** 03/04/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

Statewide Price Agreement 40-00000-203-00027 Temporary Administrative and Professional Staffing (GS-02F-006CA) Term Date December 9, 2024 – December 8, 2029

Chief Procurement Officer (CPO)/Designee: [Signature] **Date:** 03/05/2026

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: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Department Contract Administrator Contact Info: [Amanda Britt / apbritt@santafenm.gov](mailto:apbritt@santafenm.gov) / x4355

ATTACHMENTS:

Procurement document: Statewide Price Agreement

Vendor's Quote

Certificate of Liability Insurance



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000051320
ITS Quest, Inc.
4505 82nd Street, Suite 3
Lubbock TX 79424

Contact: Jeff Reagan
Email: jeffreagan@itsquest.com
Telephone No.: (806) 928-7934

Number: 40-00000-23-00027
Amendment No.: One
Term: October 6, 2023-December 8, 2026

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

Procurement Specialist: Mikayla Trujillo
Telephone No.: (505) 469-1092
Email: Mikayla.Trujillo@gsd.nm.gov

MJ

Invoice:
As Requested

Title: Temporary Administrative and Professional Staffing (GS-02F-006CA)

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from December 9, 2024 to December 8, 2026 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Dorothy Mendonca
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 12/3/2024

Certificate Of Completion

Envelope Id: 81D3CB7B399C45C187EB2949AA3295E1	Status: Completed
Subject: Please DocuSign: 40-00000-23-00027 Temporary Administrative and Professional Staffing A001	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Mikayla Trujillo
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	mikayla.trujillo@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: Mikayla Trujillo	Location: DocuSign
12/3/2024 9:53:16 AM	mikayla.trujillo@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: General Services Department	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Vanessa LeBlanc		Sent: 12/3/2024 10:02:39 AM
Vanessa.LeBlanc@gsd.nm.gov		Viewed: 12/3/2024 10:06:54 AM
Bureau Chief		Signed: 12/3/2024 10:07:01 AM
New Mexico General Services	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM
ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Mikayla Trujillo		Sent: 12/3/2024 10:07:02 AM
mikayla.trujillo@gsd.nm.gov		Viewed: 12/3/2024 11:31:17 AM
Procurement Specialist II		Signed: 12/3/2024 11:31:24 AM
GSD/SPD	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dorothy Mendonca		Sent: 12/3/2024 11:31:26 AM
dorothy.mendonca@gsd.nm.gov		Viewed: 12/3/2024 1:08:56 PM
SPD Division Director / State Purchasing Agent		Signed: 12/3/2024 1:09:00 PM
General Services Department	Signature Adoption: Pre-selected Style	
Signing Group: 35000 - State Purchasing Agent	Using IP Address: 164.64.62.10	
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM
ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/3/2024 10:02:39 AM
Certified Delivered	Security Checked	12/3/2024 1:08:56 PM
Signing Complete	Security Checked	12/3/2024 1:09:00 PM
Completed	Security Checked	12/3/2024 1:09:00 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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

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

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

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



State of New Mexico
General Services Department
Statewide Price Agreement

Awarded Vendor:
0000051320
ITS Quest, Inc.
4505 82nd Street, Suite 3
Lubbock TX 79424

Email: jeffreagan@itsquest.com
Telephone No.: [\(806\) 928-7934](tel:(806)928-7934)

Price Agreement Number: **40-00000-23-00027**

Payment Terms: **See Contract**

F.O.B.: **Destination**

Delivery: **N/A**

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

Procurement Specialist: **Yuliasuti Wulandari**

Telephone No.: **(505) 469-2248**

Email: **Yuliasuti.Wulandari@gsd.nm.gov**

Invoice:
As requested at time of order

Title: **Temporary Administrative and Professional Staffing (GS-02F-006CA)**

Term: **October 6, 2023 - December 8, 2024**

This Price Agreement is made subject to the “terms and conditions” shown on subsequent pages, and as indicated in this Price Agreement.

Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this Statewide Price Agreement for professional services over \$5,000 must process the professional services agreement template and accompanying documents through GSD’s Contracts Review Bureau.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 10/6/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-23-00027

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's quote, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this contract or procurement are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Inspection:**
 - a. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with the terms and conditions of the agreement shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
 - b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.
6. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
7. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT to the State Purchasing Agent.
8. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being

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provided by law or under this order.

9. **Non-Collusion:** In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

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

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

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

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

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

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

16. **Records and Audit:** The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. **Subcontracts:** The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

New Mexico Employees Health Coverage

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

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

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

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

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of the location of Vendor's office or offices; and

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- (2) “offer” means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed herein. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

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

Article III – Conformance With Terms and Conditions

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

Article IV – Shipping and Billing Instructions

Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

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

Article VI – Amendment

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

Article VII – Indemnity Clause

Vendor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendor’s, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the

State of New Mexico
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Statewide Price Agreement #: 40-00000-23-00027

immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

Article XI -- Applicable Law

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

Article XII – Supremacy Clause

In the event of any conflict between the terms and conditions of this present agreement and the terms and conditions of any agreement made subsequent and related to this agreement or made pursuant to this agreement, including but not limited to any work orders, service agreements, orders, etc., this present agreement's terms and conditions shall govern.

State of New Mexico
General Services Department
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Statewide Price Agreement #: 40-00000-23-00027

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Establish a Statewide Price Agreement based on GSA Contract # **GS-02F-006CA** for **Temporary Administrative and Professional Staffing**.

This Statewide Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list. State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to SPD for all sales and/or services, other revenues including commissions, and fees charged under this GSA, subtotaled by procuring agency name, in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@gsd.nm.gov

The quarterly report shall include the gross total sales for the quarter; zero sales during the quarter shall be reported, and partial quarters at the beginning or end of the contract term shall also be reported. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales and other revenues derived from the New Mexico state agencies and local public bodies for the period. The Vendor shall indicate the contract number **SWPA #40-00000-23-00027 on the remittance**.

Send payment of fees through U.S. Mail or Courier Delivery:

New Mexico State Purchasing Division
P.O. Box 6850
Santa Fe, New Mexico 87502

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
1	1	Ea.	Temporary Administrative and Professional Staffing	See GSA Price list

*** 1 Item Awarded***


Certificate Of Completion

Envelope Id: 999541D9A8F04B5B8B30AAFF168EBA0	Status: Completed
Subject: 40-00000-23-00027 Temporary Administrative Staffing 1224.docx	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Natalie Martinez
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Natalie.Martinez1@gsd.nm.gov
	IP Address: 172.59.0.18


Record Tracking

Status: Original	Holder: Natalie Martinez	Location: DocuSign
10/5/2023 6:21:45 PM	Natalie.Martinez1@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Natalie Martinez		Sent: 10/5/2023 6:24:23 PM
natalie.martinez1@gsd.nm.gov		Viewed: 10/5/2023 6:24:33 PM
Deputy Director		Signed: 10/5/2023 6:24:42 PM
New Mexico General Services	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 172.59.0.18	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dorothy Mendonca		Sent: 10/5/2023 6:24:44 PM
dorothy.mendonca@gsd.nm.gov		Viewed: 10/6/2023 9:33:54 AM
SPD Division Director / State Purchasing Agent		Signed: 10/6/2023 9:34:05 AM
General Services Department	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
Accepted: 4/14/2023 7:24:59 AM
ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/5/2023 6:24:23 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	10/6/2023 9:33:54 AM
Signing Complete	Security Checked	10/6/2023 9:34:05 AM
Completed	Security Checked	10/6/2023 9:34:05 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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

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

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

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

**General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List**

**Multiple Award Schedule Consolidation A907, Refresh 30
Contract Number 47QRAA15D0002**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu-driven database system. The internet address for GSA Advantage! is <http://www.gsaadvantage.gov>.

Contract Number: 47QRAA15D0002

Contract period: December 9th, 2014 through December 8th, 2029

Contractor: ITSQuest, Inc.
4505 82nd St., Ste. 3
Lubbock, TX, 79424
(806) 785-9100
(806) 785-1912 (fax)
www.itsquest.com

Contact: Mr. Jeff Reagan
4505 82nd St., Ste. 3
Lubbock, TX, 79424
(806) 785-9100
(806) 785-1912 (fax)
jeffreagan@itsquest.com

Business Size: Small Disadvantaged Woman Owned Business

Customer Information:

1a. Table of awarded Special Item Numbers

SIN	Description
561320	Temporary Staffing

1b. Lowest priced model number and lowest unit price for each SIN: N/

A

1c. HOURLY RATES AND DESCRIPTION OF ALL CORRESPONDING COMMERCIAL JOB TITLES, EXPERIENCE, FUNCTIONAL RESPONSIBILITY AND EDUCATION: All hourly rates shown are firm fixed price. See the following price list for hourly rates by location and labor category. See the Job Descriptions provided after the pricing information.

2. Maximum order: \$100,000.00 (as a negotiation breakpoint only, sales unlimited)

3. Minimum order: \$100.00

4. Geographic coverage (delivery area): The preponderance of work location has been identified as: Bernalillo County, NM, Wage Determination No. 2015-5443, **Revision 19, dated 12/27/2022.**

5. Points of production: N/A

6. Discount from list prices or statement of net price:
Government Net Prices (discounts already deducted). All prices include the required 0.75% GSA FSS Industrial Funding Fee which is paid to GSA quarterly based on sales activity.

7. Quantity discounts: 1% discount on orders >\$100,000.00.

8. Prompt payment terms: 1% Net 10 days; Net 30

9a. Government purchase cards are accepted at or below the micro-purchase threshold:
Accepted

9b. Government purchase cards are accepted at or above the micro-purchase threshold:
Accepted

10. Foreign Items: N/A

11a. Time of delivery: N/A

11b. Expedited delivery: N/A

- 11c. Overnight and 2-day delivery: N/A
- 11d. Urgent requirements: Agencies can contact Jeff Reagan at (806) 785-9100 to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 12. FOB point(s): N/A
- 13. Ordering addresses: Mr. Jeff Reagan, 7710 Milwaukee Ave. #300, Lubbock, TX 79424
- 14. Payment address(es): ITSQuest, Inc., 7710 Milwaukee Ave. #300, Lubbock, TX 79424
- 15. Warranty provision: N/A
- 16. Export packing charges: N/A
- 17. Terms and conditions of Government purchase card acceptance (any thresholds above the micropurchase level): N/A
- 18. Terms and conditions of rental, maintenance, and repair: N/A
- 19. Terms and conditions of installation: N/A
- 20. Terms and conditions of repair parts: N/A
- 20a. Terms and conditions for any other services: N/A
- 21. List of service and distribution points: N/A
- 22. List of participating dealers: N/A
- 23. Preventive maintenance: N/A
- 24a. Special attributes such as environmental attributes: N/A
- 24b. Section 508 compliance information for EIT: N/A
- 25. Data Universal Number System (DUNS) number: 126538649
- 26. Notification regarding registration in System for Award Management (SAM) database: Contractor has an Active Registration in the CCR database.

Quantity/Volume Discount:	1% discount on orders exceeding the maximum dollar threshold
Locations Offered:	Any location listed in SCA Wage Index Matrix
Preponderance of Work Location:	Bernalillo, NM
Minimum Order:	\$100
Maximum Order:	\$100,000 (as a negotiation breakpoint only), sales unlimited
F.O.B. Shipping Terms:	Per task order
Delivery Time:	Not applicable
Prompt Payment:	1% Net 10 days, Net 30
Warranty:	None
Other Concessions:	1% Net 10

Multiple Award Schedule Consolidation A907, Refresh 30

CONTRACTOR:	ITSQuest, Inc.
CONTRACT NUMBER:	47QRAA15D0002
CONTRACT PERIOD:	December 9th, 2014 through December 8th, 2029
CONTACT:	Mr. Jeff Reagan 4505 82nd St., Ste. 3 Lubbock, TX 79424 (806) 785-9100 jeffreagan@itsquest.com

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Administrative, Management, and Clerical Occupations	
Accounting Clerk I	\$26.31
Accounting Clerk II	\$28.96
Accounting Clerk III	\$31.82
Administrative Assistant	\$43.80
Court Reporter	\$41.11
Data Entry Operator I	\$23.13
Data Entry Operator II	\$24.80
Dispatcher, Motor Vehicle	\$28.85
Document Preparation Clerk	\$27.43
Duplicating Machine Operator	\$27.43
General Clerk I	\$22.40
General Clerk II	\$24.00
General Clerk III	\$26.36
Housing Referral Assistant	\$31.89
Messenger/Courier*	\$25.23
Order Clerk I	\$25.90
Order Clerk II	\$27.84
Personnel Assistant I	\$28.00
Personnel Assistant II	\$30.77
Personnel Assistant III	\$33.74
Production Control Clerk	\$41.21
Scheduler, Maintenance	\$26.53
Secretary I	\$26.53
Secretary II	\$29.10
Secretary III	\$31.89
Service Order Dispatcher	\$26.28
Supply Technician	\$43.80
Receptionist	\$24.80
Travel Clerk I	\$25.77
Travel Clerk II	\$27.44
Travel Clerk III	\$28.88
Word Processor I	\$25.49
Word Processor II	\$28.03
Word Processor III	\$30.79
Automatic Data Processing and IT Occupations	
Computer Operator I	\$27.95

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Computer Operator II	\$30.71
Computer Operator III	\$33.68
Computer Operator IV	\$36.89
Computer Operator V	\$40.48
Computer Programmer I**	\$40.93
Computer Programmer II**	TBD
Computer Programmer III**	TBD
Computer Programmer IV**	TBD
Computer Systems Analyst I**	TBD
Computer Systems Analyst II**	TBD
Computer Systems Analyst III**	TBD
Peripheral Equipment Operator	\$27.95
Personal Computer Support Technician	\$36.89
General, Trade, Facility Services, and Support Occupations	
Mobile Equipment Servicer	\$24.81
Cleaner, Vehicles*	\$22.04
Gardener	\$32.97
Janitor*	\$21.35
Laborer, Grounds Maintenance	\$24.33
Roadside Litter Crew	\$35.00
Maid or Houseman*	\$19.75
Tractor Operator	\$30.06
Trail Maintenance Worker	\$24.33
Forklift Operator	\$33.85
Material Coordinator	\$41.61
Material Expediter	\$41.61
Material Handling Laborer	\$23.76
Order Filler	\$24.49
Production Line Worker (Food Processing)	\$33.85
Shipping Packer	\$26.67
Shipping Receiving Clerk	\$26.67
Store Worker I*	\$18.74
Stock Clerk	\$27.33
Tools and Parts Attendant	\$33.85
Warehouse Specialist	\$33.85
Fabric Worker	\$32.22
General Maintenance Worker	\$28.84

561320 Temporary Staffing Includes temporary administrative and professional	
Job Category	GSA Bill Rate
Ground Support Equipment Mechanic	\$47.90
Ground Support Equipment Servicer	\$38.47
Ground Support Equipment Worker	\$41.61
Heating, Ventilation, and Air-Conditioning Mechanic	\$38.87
Instrument Mechanic	\$52.86
Laborer	\$23.76
Locksmith	\$34.54
Baggage Inspector	\$22.86
Corrections Officer	\$30.69
Court Security Officer	\$31.51
Detention Officer	\$30.69
Guard I	\$22.86
Guard II	\$24.99
Driver Courier	\$25.07
Information & Arts, Education & Training, and Miscellaneous Occupations	
Baker	\$22.36
Cook I*	\$22.36
Cook II	\$25.97
Dishwasher*	\$20.49
Food Service Worker*	\$20.29
Waiter/Waitress*	\$18.18
Exhibits Specialist I	\$33.40
Exhibits Specialist II	\$40.20
Exhibits Specialist III	\$48.13
Library Technician	\$28.93
Media Specialist I	\$27.37
Media Specialist II	\$30.13
Media Specialist III	\$32.91
Photographer I	\$28.21
Photographer II	\$30.79
Photographer III	\$36.78
Photographer IV	\$40.61
Photographer V	\$48.11
Video Teleconference Technician	\$32.17
Cashier*	\$19.87
Desk Clerk*	\$20.76

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Sales Clerk	\$22.47
Technical, Scientific, Legal, Medical, Protective, and Professional Occupations	
Accountant I	\$35.68
Accountant II	\$42.10
Accountant III	\$46.02
Administrative Operations Manager I	\$38.35
Administrative Operations Manager II	\$42.90
Auditor I	\$39.96
Auditor II	\$47.10
Auditor III	\$55.30
Community Engagement Coordinator	\$26.54
Compliance Officer	\$46.21
Contract Specialist I	\$34.25
Contract Specialist II	\$41.03
Contract Specialist III	\$49.23
Desktop Publisher	\$32.46
Drafter/CAD Operator I	\$30.30
Drafter/CAD Operator II	\$33.39
Drafter/CAD Operator III	\$36.68
Drafter/CAD Operator IV	\$42.78
Engineering Technician I	\$27.06
Engineering Technician II	\$29.77
Engineering Technician III	\$32.73
Engineering Technician IV	\$39.41
Engineering Technician V	\$47.13
Engineering Technician VI	\$56.01
Financial Analyst	\$54.22
Generalist I	\$38.99
Generalist II	\$42.29
Investigation Case Worker	\$49.44
Investigator	\$46.21
Market Research Analyst	\$54.00
Oil & Gas Royalty Consultant	\$85.00
Program Analyst	\$57.50
Program Manager	\$56.47
Project Assistant	\$42.46

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Project Manager	\$63.10
Researcher	\$38.95
Security Guard I (Unarmed)	\$34.99
Security Guard II (Unarmed)	\$48.25
Senior Case Manager	\$21.99
Capital Fund Administrator	\$59.60
Engineering Technician Supervisor II	\$68.86
Engineering Supervisor III	\$81.85
Engineer Graduate	\$59.63
Management Analyst I	\$49.05
Management Analyst II	\$52.62
Management Analyst III	\$60.47
Scientist ESAA	\$90.08
Program Coordinator I	\$97.58

* On September 16, 2015, the Department of Labor published a Notice in the Federal Register to announce that, beginning January 1, 2016, the Executive Order 13658 minimum wage rate is increased to \$10.15 per hour. This Executive Order minimum wage rate generally must be paid to workers performing work on or in connection with covered contracts. Additionally, beginning January 1, 2016, tipped employees performing work on or in connection with covered contracts generally must be paid a minimum cash wage of \$5.85 per hour. Questions relating to the Executive Order and/or these wage rates may be directed to the Government Contracts Division at (202) 693-0064.

**Computer Employees: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- 1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications;
- 2) The design, development, documentation, analysis, creation, testing, or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- 3) The design, documentation, testing, creation, or modification of computer programs related to machine operating systems; or
- 4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

LABOR CATEGORY DESCRIPTIONS

01000 ADMINISTRATIVE SUPPORT AND CLERICAL OCCUPATIONS

01010 ACCOUNTING CLERK (Occupational Base)

The Accounting Clerk performs one or more accounting tasks such as; posting to registers and ledgers; balancing and reconciling accounts; verifying the internal consistency, completeness, and mathematical accuracy of accounting documents. In addition, tasks include; assigning prescribed accounting distribution codes; examining and verifying the clerical accuracy of various types of reports, lists, calculations, and postings.

This position is responsible for preparing journal vouchers; making entries of adjustments to accounts; and working with spreadsheets. Level I requires a basic knowledge of routine clerical methods, office practices and procedures as they relate to the clerical processing and recording of transactions. Levels II and III require a knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system, or a segment of an accounting system where there are few variations in the types of transactions handled. In addition, most jobs at each level will require a basic knowledge and understanding of the terminology, codes, and processes used in an automated accounting system.

01011 ACCOUNTING CLERK I

This position is responsible for performing one or more routine accounting clerical operations such as: examining, verifying, and correcting various accounting documents to ensure completeness and accuracy of data in accordance to accounting procedures. Specific tasks/duties are assigned under adequate supervision. Entry-level reconciliation and posting will be assigned under detailed guidance. In most instances, an employee in this position will rely on the supervisors' instructions. Completed work will be reviewed for accuracy and compliance with procedures. Accounting Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01012 ACCOUNTING CLERK II

This position uses knowledge of double entry bookkeeping in performing one or more of the following: posting actions to journals, identifying subsidiary accounts affected, making debit and credit entries, and assigning proper codes. The Accounting Clerk II may review computer printouts against manually maintained journals, detect and correct erroneous postings, and prepare documents to adjust accounting classifications and other data, or review lists of transactions rejected by an automated system. In this instance, the Accounting Clerk II will determine reasons for rejections, and prepare necessary correcting material. On routine assignments, an employee will select and apply established procedures and techniques. Detailed instructions are provided for difficult or unusual assignments. Completed work and methods used, are reviewed for technical accuracy. Accounting Clerk II requires a high school diploma or high school equivalent plus one year of related experience.

01013 ACCOUNTING CLERK III

Accounting Clerk III maintains journals or subsidiary ledgers of an accounting system and balances and reconciles accounts. Typical duties include one or both of the following: 1.) reviewing invoices and statements verifying information, ensuring sufficient funds have been obligated, and if questionable, resolving with the submitting unit determining accounts involved. The review will include coding transactions, and processing material through data processing for application in the accounting system; 2.) analysis and reconciliation of computer printouts with operating unit reports (contacting units, researching causes of discrepancies, and taking action to ensure that accounts balance). Supervisor provides suggestions for handling unusual or non- recurring transactions. Conformance with requirements and technical soundness of completed work are reviewed by the supervisor or are controlled by mechanisms built into the accounting processes. Accounting Clerk III requires a high school diploma or high school equivalent plus two years of related experience.

01020 ADMINISTRATIVE ASSISTANT

In addition to secretarial duties (filing, taking phone calls, scheduling appointments, making travel arrangements), this position will provide administrative support to executive staff with office management responsibilities to include budgeting, personnel records and payroll. The Administrative Assistant may be required to work independently on projects requiring research and preparation of briefing charts and other presentation materials. Administrative Assistant requires a high school diploma or high school equivalent and 0 years of experience.

01040 COURT REPORTER

This position records examination, testimony, judicial opinions, judge's charge to jury, judgment or sentence of court, or other proceedings in a court of law by manual or machine shorthand. The Court Reporter reads portions of transcript during trial at the judge's request and asks speakers to clarify inaudible statements. The Court Reporter transcribes recorded material using a typewriter or dictates material into a recording machine. Court Reporter requires a high school diploma or high school equivalent and 0 years of experience.

01050 DATA ENTRY OPERATOR (Occupational Base)

This position operates keyboard-controlled data entry devices such as a computer, key-operated magnetic tape, or disc encoder to transcribe data into a format suitable for computer processing. The job requires skill in operating an alphanumeric keyboard, and an understanding of transcribing procedures and relevant data entry equipment. Positions are classified into levels based on the following definitions:

01151 DATA ENTRY OPERATOR I

This position works under close supervision and follows specific procedures or detailed instructions. The Data Entry Operator I works from various standardized source documents that have been coded and require little or no selecting, coding or interpreting of data. Problems such as erroneous items and codes, or missing information are resolved at the supervisory level. Work is routine and repetitive. Data Entry Operator I requires a high school diploma or high school equivalent and 0 years of experience.

01152 DATA ENTRY OPERATOR II

This position requires the application of experience and judgment in selecting procedures to be followed, and searching for interpreting, selecting, or coding items to be entered from a variety of document sources. The Data Entry Operator II may occasionally perform routine work as described for Data Entry Operator I. Data Entry Operator II requires a high school diploma or high school equivalent plus one year of related experience.

Excluded are operators above Level II using the key entry controls to access, read, and evaluate the substance of specific records to take substantive actions, or to make entices requiring asimilar level of knowledge.

01060 DISPATCHER, MOTOR VEHICLE (Motor Vehicle Utilization Assistant)

This position is responsible for the assignment of motor vehicles and drivers for conveyance of freight or passengers, and compiles lists of available vehicles. The assignment of vehicles is determined by factors such as length and purpose of trip, freight or passenger requirements, and preference of user. Additional responsibilities include the issuance of keys, record sheets, and driver credentials. The Dispatcher records time of departure, destination, cargo, expected time of return and investigates overdue vehicles. The Dispatcher may confer with customers to expedite or locate missing, misrouted, delayed or damaged merchandise, maintain record of mileage, fuel used, repairs made, and other expenses. The Dispatcher may establish service or delivery routes, supervise loading and unloading, issue equipment to drivers, (such as hand trucks, dollies, and 4 blankets), direct activities of drivers, assign helpers to drivers, work at vehicle distribution centers, and assign vehicles to customer agencies. Dispatcher requires a high school diploma or high school equivalent and 0 years of experience.

01070 DOCUMENT PREPARATION CLERK (Document Preparer)

This position prepares documents such as brochures, books, periodicals, catalogs, and pamphlets for copying or photocopying. The Document Preparation Clerk cuts documents into individual standardized pages, using a paper cutter or razor knife. Document pages are reproduced as necessary to improve clarity or to adjust the standardized page size according to the limitations of the designated copy machine. The Document Preparation Clerk stamps standard symbols on pages or inserts instruction cards to notify Duplicating Machine Operator of special handling, prepares cover sheets and document folders for material, and index cards for files, and files folder according to index code and copies priority schedule. Document Preparation Clerk requires a high school diploma or high school equivalent and 0 years of experience.

01090 DUPLICATING MACHINE OPERATOR (Photocopy Machine Operator; Reproduction Worker)

This position operates one or more photocopying, photographic, mimeograph and duplicating office machines to make copies of documents such as letters, reports, directives, manuals, articles and bulletins. Additional responsibilities include: operating small binding machines, performing clerical duties associated with the request for printing and photographic services, preparing assembly sheets, printing requisitions with specifications for printing and binding, recording, delivering and collecting work. The

Duplicating Machine Operator performs minor repairs preventive maintenance, and maintains an inventory of supplies and reproduction equipment paying particular attention to important variables indicated by trade name of machine. Duplicating Machine Operator requires a high school diploma or high school equivalent and 0 years of experience.

01110 GENERAL CLERK (Occupational Base)

The General Clerk follows clearly detailed procedures in performing simple repetitive tasks in the same sequence. Responsibilities would include filing pre-coded documents in a chronological file, or operating office equipment, (e.g., mimeograph, photocopy, addressograph or mailing machine).

01111 GENERAL CLERK I

This position follows clearly detailed specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as coding and filing documents in an extensive alphabetical file; could involve simple posting to individual accounts, opening mail, calculating and posting charges to departmental accounts, operating basic office equipment, e.g., photocopier, facsimile, multi-line phone/voicemail systems, mailing machines, and minimal computer programs. Little or no subject-matter knowledge is required, but the clerk uses his or her own judgment in choosing the proper procedure for each task. General Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01112 GENERAL CLERK II

This position requires familiarity with the terminology of the office unit. The General Clerk selects appropriate methods from a wide variety of procedures or makes simple adaptations and interpretations of a limited number of substantive guides and manuals. The clerical steps often vary in type or sequence, depending on the task. Recognized problems are referred to others. General Clerk II requires a high school diploma or high school equivalent plus one year of related experience.

01113 GENERAL CLERK III

This position uses some subject-matter knowledge and judgment to complete assignments consisting of numerous steps varying in nature and sequence. The General Clerk III selects from alternative methods and refers problems not solvable by adapting or interpreting substantive guides, manuals, or procedures. Typical duties include: assisting in a variety of administrative matters; maintaining a wide variety of financial or other records (stored both manually and electronically); verifying statistical reports for accuracy and completeness; compiling information; and handling and adjusting complaints.

The General Clerk III may also direct lower-level clerks. Positions above level IV are excluded. Such positions (which may include supervisory responsibility over lower-level clerks) require workers to use a thorough knowledge of an office's work and routine to: 1) choose among widely varying methods and procedures to process complex transactions; and 2) select or devise steps necessary to complete assignments. Typical jobs covered by this exclusion include administrative assistants, clerical supervisors, and office managers. General Clerk III requires a high school diploma or high school equivalent plus two years of

related experience.

01120 HOUSING REFERRAL ASSISTANT

This position provides housing information to an organization's employees moving to a new location. The Housing Referral Assistant will contact individuals or organizations such as landlords, real estate agents, mobile home dealers, trailer court managers and Chambers of Commerce by phone. May correspond to obtain listings of rental or sale properties, future housing prospects, and to develop a working relationship with the housing referral service. Job tasks include compiling housing lists of rental property and properties for purchase. Periodically the Housing Referral Assistant communicates with contacts to update listings, ensures that property owners comply with the nondiscrimination policy, and counsels applicants regarding special circumstances, e.g. medical or financial hardships, and availability of housing that will meet applicants' needs.

Job tasks include providing information regarding community services, searches files, makes telephone calls and referrals, providing information regarding locations, owners, agents, price ranges, loans and other related information. The Housing Referral Assistant maintains daily records of office activities (including number of applicants, number of applicants placed, and agents solicited or listed), schedules appointments for housing inspectors, prepares reports as required, and replies to complaints, investigations and letters of inquiry. Housing Referral Assistant requires a high school diploma or high school equivalent and 0 years of experience.

01141 MESSENGER COURIER

The Messenger Courier delivers messages, documents, packages and mail to various business concerns or governmental agencies. An employee in this role may perform the following: miscellaneous errands, such as carrying mail within the base and sorting or opening incoming and outgoing mail, obtain receipts for articles delivered and keep a log of items received and delivered, or deliver items to offices and departments within an establishment. The Messenger Courier may use a bicycle, golf cart, or motorcycle to perform these duties. Messenger Courier requires a high school diploma or high school equivalent and 0 years of experience.

(Note: Employees who regularly perform driving duties should be classified as a Driver Courier, which is listed under Transportation.)

01190 ORDER CLERK (Occupational Base)

The Order Clerk receives written or verbal purchase orders. Work typically involves some combination of the following duties: quoting prices, determining availability of ordered items and suggesting substitutes when necessary, advising expected delivery date and method of delivery, recording order and customer information on order sheets. The Order Clerk is responsible for checking order sheets for accuracy and adequacy of information; ascertaining credit rating of customer; furnishing customer with confirmation of receipt of order; order follow up, or informing customer of a delay in delivery. The Order Clerk maintains order files and verifies shipping invoices against original orders.

This position excludes workers paid on a commission basis or whose duties include any of the following: Receiving orders for services rather than for material or merchandise; providing customers with consultative advice using knowledge gained from engineering or extensive technical training; emphasizing selling skills; handling material or merchandise as an integral part of the job.

01191 ORDER CLERK I

This position handles orders involving items that have readily identified uses and applications. The Order Clerk I may refer to a catalog, manufacturer's manual or similar document to ensure that the proper item is supplied or to verify the price of order. Order Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01192 ORDER CLERK II

This position handles orders that involve making judgments such as choosing which specific product or material from the establishment's product lines will satisfy the customer's needs or determining the price to be quoted when pricing involves more than merely referring to a price list or making some simple mathematical calculations. Order Clerk II requires a high school diploma or high school equivalent plus one year of relevant experience.

01260 PERSONNEL ASSISTANT (Occupational Base)

This position performs a variety of general personnel clerical tasks in such areas as employee records, benefits, education, training, employment/staffing, compensation, employee labor relations, and equal employment opportunity/affirmative action. The Personnel Assistant may conduct surveys and update manual and automated personnel records. At the higher levels, assistants perform limited aspects of personnel professionals' work such as interviewing candidates, recommending placements, performing compensation or benefit support activities involving contacts throughout the company, and preparing communications to various third-party benefit vendors. Excluded are workers who primarily compute and process payrolls.

01261 PERSONNEL ASSISTANT I

This position performs a variety of tasks including, but not limited to, clerical and secretarial duties. The work is under general supervision of higher-level personnel in preparation of various human resource tasks throughout compensation, benefits, staffing/employment, EEO procedures and policy administration. The Personnel Assistant I is expected to exercise discretion at all times; limited judgment may be necessary at times. This assistant may be required to operate general office equipment such as: typewriter, personal computer, copier, adding machine, and facsimile. Personnel Assistant I requires a high school diploma or high school equivalent and 0 years of experience.

01262 PERSONNEL ASSISTANT II

This position serves as a clerical expert in independently processing the most complicated types of personnel actions, e.g., temporary employment, rehires, and dismissals. In this position, one may perform tasks beyond routine clerical such as: pre-employment drug screening and new hire orientation, responding to routine questions on policy and procedures, and/or provide reports on employee turnover or time and attendance. This

assistant may be asked to evaluate and consolidate information from various sources under short deadlines, such as internal or external survey information, reporting on company employment statistics (retention, equal opportunity reporting, etc.). The Personnel Assistant II may provide guidance to lower-level Personnel Assistants. This level requires extensive knowledge of various office software packages. Guidance is provided as needed. Completed written work receives close technical review from higher-level personnel office employees. Work may be checked occasionally. Personnel Assistant II requires a high school diploma or high school equivalent plus one year of relevant experience.

01263 PERSONNEL ASSISTANT III

This position performs work in support of human resource professionals that requires a good working knowledge of personnel procedures, guides, and precedents. Job tasks may include interviewing applicants, obtaining references, and recommending placement in a well-defined occupation. At this level, assistants typically have a range of personal contacts within and outside the organization, in addition to handling employee-sensitive material. Therefore, the Assistant must be tactful, discrete, and articulate. This Assistant may be involved in identifying potential issues and grievance procedures, in addition to documenting necessary information to avoid company threat. The Personnel Assistant III may make recommendations to human resource professionals on job classification, wage rates, and employee salaries. The use of computers may be relied on heavily for organizational and reporting purposes. Advanced experience with office software packages may be needed. This Assistant may perform some clerical work in addition to the above duties. Supervisor will review completed work against stated objectives. Personnel Assistant III requires a high school diploma or high school equivalent plus two years of relevant experience.

01270 PRODUCTION CONTROL CLERK

This position compiles and records production data for industrial establishments to compare records and reports on volume of production, consumption of material, quality control, and other aspects of production. May perform any combination of the following duties: compile and record production data from customer orders, work tickets, product specifications, and individual worker production sheets following prescribed recording procedures and using different word processing techniques. This Clerk calculates such factors as types and quantities of items produced, materials used, amount of scrap, frequency of defects, and worker and department production rates, using a computer, calculator, and/or spreadsheets. Additional tasks include: writing production reports based on data compiled, tabulated and computed, following prescribed formats, maintaining files of documents used and prepared, compiling detailed production sheets or work tickets for use by production workers as guides in assembly or manufacture of products. This Clerk prepares written work schedules based on established guidelines and priorities, compiles material inventory records and prepares requisitions for procurement of materials and supplies charts production using chart, graph, or pegboard based on statistics compiled for reference by production and management personnel. This Clerk also sorts and distributes work tickets or material and may compute wages from employee timecards and post wage data on records used for preparation of payroll. Production Control Clerk requires a high school diploma or high school equivalent and 0 years of experience.

01300 SCHEDULER, MAINTENANCE

This position schedules vehicle repairs and lubrication for vehicle-maintenance, schedules vehicles for lubrication or repairs based on date of last lubrication and mileage traveled or urgency of repairs. The Maintenance Scheduler contacts garage to verify availability of facilities, notifies parking garage workers to deliver specified vehicles, and maintains a file of requests for services. Scheduler requires a high school diploma or high school equivalent and 0 years of experience.

01310 SECRETARY* (Occupational Base)

This position provides principal secretarial support in an office, usually to one individual, and, in some cases, to the subordinate staff of that individual. The Secretary maintains a close and highly responsive relationship to the day-to-day activities of the supervisor and staff, works fairly independently receiving a minimum of detailed supervision and guidance, and performs various clerical and secretarial duties requiring knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office. Computers may exist in the environment, requiring working knowledge of certain office software programs.

Classification by Level

Secretary jobs that meet the required characteristics are matched at one of three levels according to two factors: (a) level of the secretary's supervisor within the overall organizational structure, and (b) level of the secretary's responsibility. The table following the explanations of these factors indicates the level of the secretary for each combination of factors.

Level of Secretary's Supervisor (LS)

Secretaries should be matched with one of the three LS levels below that best describes the organization of the secretary's supervisor.

LS-1 Organizational structure is not complex and internal procedures and administrative controls are simple and informal; supervisor directs staff through face-to-face meetings.

LS-2 Organizational structure is complex and is divided into subordinate groups that usually differ from each other as to subject matter, function, etc. Supervisor usually directs staff through intermediate supervisors. Internal procedures and administrative controls are formal. An entire organization (e.g., division, subsidiary, or parent organization) may contain a variety of subordinate groups that meet the LS-2 definition. Therefore, it is not unusual for one LS-2 supervisor to report to another LS-2 supervisor.

The presence of subordinate supervisors does not by itself, mean LS-2 applies. For example, a clerical processing organization divided into several units, each performing very similar work, is placed in LS-1.

In smaller organizations or industries such as retail trades, with relatively few organizational levels, the supervisor may have an impact on the policies and major programs of the entire organization, and may deal with important outside contacts as described in LS-3

LS-3 Organizational structure is divided into two or more subordinate supervisory levels (of which at least one is a managerial level) with several subdivisions at each level. Executive's program(s) are usually interlocked on a direct and continuing basis with other major organizational segments, requiring constant attention to extensive formal coordination, clearances, and procedural controls. Executive typically has: financial decision-making authority for assigned program(s); considerable impact on the entire organization's financial position or image; and responsibility for, or has staff specialists in such areas as, personnel and administration for assigned organization. Executive plays an important role in determining the policies and major programs of the entire organization, and spends considerable time dealing with outside parties actively interested in assigned program(s) and current or controversial issues.

Level of Secretary's Responsibility (LR)

This factor evaluates the nature of the work relationship between the secretary and the supervisor or staff, and the extent to which the secretary is expected to exercise initiative and judgment. Secretaries should be matched at the level best describing their level of responsibility. When a position's duties span more than one LR level, the introductory paragraph at the beginning of each LR level should be used to determine which of the levels best matches the position. (Typically, secretaries performing at the higher levels of responsibility also perform duties described at the lower levels.)

LR-1 Carries out recurring office procedures independently, and selects the guideline or reference that fits the specific case. The supervisor provides specific instructions on new assignments and checks completed work for accuracy. The LR-1 performs varied duties including or comparable to the following:

- a. Respond to routine telephone requests that have standard answers; refer calls and visitors to appropriate staff. Control mail and assure timely staff response, and send form letters;
- b. As instructed, maintain supervisor's calendar, make appointments, and arrange for meeting rooms;
- c. Review materials prepared for supervisor's approval for typographical accuracy and proper format;
- d. Maintain recurring internal reports, such as time and leave records, office equipment listings, correspondence controls, and training plans;
- e. Requisition supplies, printing, maintenance or other services, type, take and transcribe dictation, create and maintain office files.

LR-2 handles differing situations, problems, and deviations in the work of the office

according to the supervisor's general instructions, priorities, duties, policies, and program goals. Supervisor may assist secretary with special assignments. Duties include or are comparable to the following:

- a. Screen telephone calls, visitors, and incoming correspondence; personally respond to requests for information concerning office procedures; determine which requests should be handled by the supervisor, appropriate staff member or other offices, prepare and sign routine non-technical correspondence in own or supervisor's name;
- b. Schedule tentative appointments without prior clearance. Make arrangements for conferences and meetings and assemble established background materials as directed. May attend meetings and record and report on the proceedings;
- c. Review outgoing materials and correspondence for internal consistency and conformance with supervisor's procedures; assure that proper clearances have been obtained, when needed;
- d. Collect information from the files or staff for routine inquiries on office program(s) or periodic reports, and refer non-routine requests to supervisor or staff;
- e. Explain to subordinate staff supervisor's requirements concerning office procedures, coordinate personnel and administrative forms for the office and forwards for processing.

LR-3 uses greater judgment and initiative to determine the approach or action to take in non-routine situations, interprets and adapts guidelines, including unwritten policies, precedents, and practices, which are not always completely applicable to changing situations. Duties include or are comparable to the following:

- a. Based on knowledge of the supervisor's views, compose correspondence on own initiative about administrative matters and general office policies for supervisor's approval;
- b. Anticipate and prepare materials needed by the supervisor for conferences, correspondence, appointments, meetings, telephone calls, etc., and informs supervisor on matters to be considered;
- c. Read publications, regulations, and directives and take action or refer those that are important to the supervisor and staff;
- d. Prepare special or one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, other offices, etc., under general directions;
- e. Advise secretaries in subordinate offices on new procedures; request information needed from the subordinate office(s) for periodic or special conferences, reports, inquiries, etc., and shifts clerical staff to accommodate workload needs.

Excludes secretaries performing any of the following duties:

Acting as office manager for the executive's organization, e.g., determines when new procedures are needed for changing situations and devises and implements alternatives; revising or clarifying procedures to eliminate conflict or duplication; identifying and resolving various problems that affect the orderly flow of work in transactions with parties outside the

organization.

Preparing agenda for conferences; explain discussion topics to participants; drafts introductions and develops background information and prepares outlines for executive or staff member(s) to use in writing speeches.

The LR-3 advises individuals outside the organization on the executive's views on major policies or current issues facing the organization; contacts or responds to contact from high-ranking outside officials (e.g., city or state officials, members of congress, presidents of national unions or large national or international firms, etc.) in unique situations. These officials may be relatively inaccessible, and each contact typically must be handled differently, using judgment and discretion.

CRITERIA FOR MATCHING SECRETARIES BY LEVEL

Secretary I (01311), Secretary II (01312), Secretary III (01313),

Intentionally blank	LR-1	LR-2	LR-3
LS-1	I 01311	II 01312	III 01313
LS-2	I 01311	III 01313	See Note
LS-3	I 01311	See Note	See Note

NOTE: Employees whose duties meet this level of responsibility and supervision may be properly classified under the Administrative Assistant category or the class may need to be confirmed.

Secretary I requires a high school diploma or high school equivalent and 0 years of experience. Secretary II requires a high school diploma or high school equivalent plus one year of relevant experience. Secretary III requires a high school diploma or high school equivalent plus two years of relevant experience.

01320 SERVICE ORDER DISPATCHER

This position receives, records, and distributes work orders to service crews upon customers' requests for service on articles or utilities purchased from wholesale or retail establishment or utility company, records information, such as name, address, article to be repaired, or service to be rendered, prepares work order and distributes to service crew, schedules service calls and dispatches service crew. The Service Order Dispatcher calls or writes the customer to ensure satisfactory performance of service, keeps record of service calls and work orders, may dispatch orders and relay messages and special instructions to mobile crews and other departments using radio or cellular telephone equipment. Service Order Dispatcher requires a high school diploma or high school equivalent and 0 years of experience.

01410 SUPPLY TECHNICIAN

This position performs limited aspects of technical supply management work (e.g., inventory management, storage management, cataloging, and property utilization) related to depot,

local, or other supply activities. Work usually is segregated by commodity area or function, and controlled in terms of difficulty, complexity, or responsibility. Assignments usually relate to stable or standardized segments of technical supply management operations; or to functions or subjects that are narrow in scope or limited in difficulty. The work generally involves individual case problems or supply actions. This work may require consideration of program requirements together with specific variations in or from standardized guidelines. Assignments require:

- (a) a good working knowledge of the governing supply systems, programs, policies, nomenclature, work methods, manuals, or other established guidelines; (b) an understanding of the needs of the organization serviced; and (c) analytical ability to define or recognize the dimension of the problems involved, to collect the necessary data to establish the facts, and take or recommend action based upon application or interpretation of established guidelines.

Supply Technician requires a high school diploma or high school equivalent and 0 years of experience.

01460 RECEPTIONIST

This position greets visitors, determining nature of visits and directing visitors to appropriate persons. Duties may include, but are not limited to, relaying incoming, outgoing, and intra-system calls through a private branch exchange (PBX) system; recording and transmitting messages; keeping records of calls placed; providing information to callers and visitors; hearing and resolving complaints; making appointments; handling incoming and outgoing mail; controlling access to the facility; keeping a log of visitors; and issuing visitor passes. In this position, one may also type and perform other routine clerical work, such as entering data and processing documents, which may occupy the major portion of the worker's time. Receptionist requires a high school diploma or high school equivalent and 0 years of experience.

01530 TRAVEL CLERK (Occupational Base)

This position plans itinerary and schedules travel accommodations for military and civilian personnel with dependents according to travel orders using knowledge of routes, types of carriers, and travel regulations. This Clerk verifies travel orders to ensure costs, availability, and convenience of different types of carriers to select most advantageous route and carrier; notifies personnel of travel dates, baggage, limits and medical and visa requirements, and determines that all clearances have been obtained. The Travel Clerk assists personnel in completing travel forms and other business transactions pertaining to travel, may deliver personnel files and travel orders to persons prior to departure, meet and inform arriving personnel of available facilities and housing and furnish other information, and may arrange for motor transportation for arriving or departing personnel.

01531 TRAVEL CLERK I

Under close supervision or following specific procedures and detailed instructions, The Travel Clerk I arranges travel on one or two modes of transportation. Travel is usually recurrent by the same modes, carriers, routes and same major points of origin and destination, seldom involving special transportation privileges or requiring special

allowances or planning for supplemental transportation facilities. When such services are required, they do not occur in such variety or with such frequency as to create problems of timing or coordination. Travel Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01532 TRAVEL CLERK II

Travel usually involves the use of two or more modes of transportation. Information on carriers, modes and facilities is readily available since most carriers servicing the area maintain local facilities or publish information regularly. Single carriers or connecting carriers have schedules that are easily coordinated using readily obtainable timetables or guides.

Travel is frequently recurrent. A substantial number of problems arise because of rerouting, and there are often side trips requiring changes of transportation. Travel is usually to areas accessible by direct line, or established connecting points and normal modes of transportation. Travel is not always planned well in advance so there may be major problems of scheduling or accommodations.

Travel involves special transportation privileges or special allowances and requires authorization or planning for supplemental or special transportation facilities, and when such services are required, they usually do not occur in such variety or with such frequency as to create major problems of timing or coordination.

Within general guidelines, employees select and apply appropriate travel guides, methods, techniques, and work sequences to effectively accomplish the work. The majority of assignments are performed without technical assistance, but unusually difficult travel situations or problem cases encountered during the course of the work are referred to the supervisor before decision or commitment. Review of work is for compliance with regulatory guides and program policies and for soundness of decisions and conclusions. Travel Clerk II requires a high school diploma or high school equivalent plus one year of relevant experience.

01533 TRAVEL CLERK III

At this level, all major modes of transportation are used, as most individual trips involve combinations of more than one mode. Travel is varied, often not recurrent and periodically requires planning for relatively inaccessible intermediate or destination points. Routings are diverse and there is a necessity for frequent rerouting, re-planning, or rearranging, with many side trips requiring changes in modes of travel and creating substantial difficulty in routing and scheduling connections.

A substantial amount of travel involves special allowances or requires authorization and planning for supplementary or special transportation facilities. It is frequently difficult to obtain the required information.

The incumbent is characterized by independence of action, with very little instruction, guidance, and review, except for review of accomplishments of broad objectives and

conformance to policy. The incumbent is viewed as the authority on travel matters, including the furnishing of advice and information to travelers, administrative officials and others; and has responsibility as the principal liaison with all elements, carriers, and facilities. Travel Clerk III requires a high school diploma or high school equivalent plus two years of relevant experience.

01610 WORD PROCESSOR (Occupational Base)

This position uses automated systems, such as word processing equipment, personal computers, or workstations linked to a larger computer or local area network, to produce a variety of documents, such as correspondence, memos, publications, forms, reports, tables and graphs. The Word Processor uses one or more word processing software packages; may also perform routine clerical tasks, such as operating copiers, filing, answering telephones, ad sorting and distributing mail.

Excluded are:

- a. Typists using automatic or manual typewriters with limited or no text-editing capabilities; workers in these positions are not typically required to use word processing software packages;
- b. Key Entry Operators, Accounting Clerks, Sales Clerks, and other clerks who may use automated word processing equipment for purposes other than typing composition;
- c. Positions requiring subject-matter knowledge to prepare and edit text using automated word processing equipment.

01611 WORD PROCESSOR I

This position produces a variety of standard documents, such as correspondence, form letters, reports, tables and other printed materials. Work requires skill in typing; a knowledge of grammar, punctuation and spelling; and ability to use reference guides and equipment manuals. The Word Processor I performs familiar, routine assignments following standard procedures, seeks further instructions for assignments requiring deviations from established procedures. Word Processor I requires a high school diploma or high school equivalent and 0 years of experience.

01612 WORD PROCESSOR II

This position uses knowledge of varied and advanced functions of one software type, knowledge of varied functions of different types of software, or knowledge of specialized or technical terminology to perform such typical duties as:

- a. Editing and reformatting written or electronic drafts. Examples include: correcting function codes; adjusting spacing formatting and standardizing headings, margins, and indentations.
- b. Transcribing scientific reports, lab analysis, legal proceedings, or similar material from voice tapes or handwritten drafts. Work requires knowledge of specialized, technical, or scientific terminology.

Work requires familiarity with office terminology and practices. Incumbent corrects copy, and questions originator of document concerning missing information, improper formatting, or discrepancies in instructions. Supervisor sets priorities and deadlines on continuing

assignments, furnishes general instructions for recurring work and provides specific instructions for new or unique projects, may lead lower-level word processors. Word Processor II requires a high school diploma or high school equivalent plus one year of relevant experience.

01613 WORD PROCESSOR III

Requires both a comprehensive knowledge of word processing software applications and office practices and a high degree of skill in applying software functions to prepare complex and detailed documents. For example, processes complex and lengthy technical reports which include tables, graphs, charts, or multiple columns. Uses either different word processing packages or many different style macros or special command functions; independently completes assignments and resolves problems. Word Processor III requires a high school diploma or high school equivalent plus two years of relevant experience.

14000 INFORMATION TECHNOLOGY OCCUPATIONS

14040 COMPUTER OPERATOR (Occupational Base)

The Computer Operator monitors and operates the control console of either a mainframe digital computer or a group of minicomputers, in accordance with operating instructions, to process data. Work is characterized by the following:

- a. Studies operating instructions to determine equipment setup needed.
- b. Loads equipment with required items (tapes, cards, paper, etc.).
- c. Switches necessary auxiliary equipment into system;
- d. Diagnoses and corrects equipment malfunctions;
- e. Reviews error messages and makes corrections during operation or refers problems;
- f. Maintains operating record

This operator may test run new or modified programs and assists in modifying systems or programs. Included within the scope of this definition are fully qualified Computer Operators, trainees working to become fully qualified operators, and lead operators providing technical assistance to lower-level positions.

14041 COMPUTER OPERATOR I

The Computer Operator I works under close personal supervision and is provided detailed written or oral guidance before and during assignments. As instructed, this worker resolves common operating problems and may serve as an assistant operator working under close supervision or performing a portion of a more senior operator's work. Computer Operator I requires a high school diploma or high school equivalent.

14042 COMPUTER OPERATOR II

The Computer Operator II processes scheduled routines that present few difficult operating problems (e.g., infrequent or easily resolved error conditions). In response to computer output instructions or error conditions, this worker applies standard operating or corrective procedure, refers problems that do not respond to preplanned procedure, and may serve as an assistant operator, working under general supervision. Computer Operator II requires a high school diploma or high school equivalent plus one or more year of relevant experience.

14043 COMPUTER OPERATOR III

The Computer Operator III processes a range of scheduled routines. In addition to operating the system and resolving common error conditions, this worker diagnoses and acts on machine stoppage and error conditions not fully covered by existing procedures and guidelines (e.g., resetting switches and other controls or making mechanical adjustments to maintain or restore equipment operations). In response to computer output instructions or error conditions, the Computer Operator III may deviate from standard procedures if standard procedures do not provide a solution and refers problems which do not respond to corrective procedures to a person of supervisory or higher individual contributor level. Computer Operator III requires a high school diploma or high school equivalent plus two or more years of relevant experience.

14044 COMPUTER OPERATOR IV

The Computer Operator IV adapts to a variety of nonstandard problems that require extensive operator intervention (e.g. frequent introduction of new programs, applications, or procedures). In response to computer output instructions or error conditions, this worker chooses or devises a course of action from among several alternatives and alters or deviates from standard procedures if standard procedures do not provide a solution (e.g. reassigning equipment in order to work around faulty equipment or transfer channels); then refers problems if necessary. Typically, completed work is submitted to users without supervisory review. Computer Operator IV requires a high school diploma or high school equivalent plus three years of relevant experience.

14045 COMPUTER OPERATOR V

The Computer Operator V resolves a variety of difficult operating problems (e.g. making unusual equipment connections and rarely used equipment and channel configurations to direct processing through or around problems in equipment, circuits, or channels or reviewing test run requirements and developing unusual system configurations that will allow test programs to process without interfering with ongoing job requirements). In response to computer output instructions and error conditions or to avoid loss of information or to conserve computer time, operator deviates from standard procedures. Such actions may materially alter the computer unit's production plans. This operator may spend considerable time away from the control station providing technical assistance to lower-level operators and assisting programmers, systems analysts, and subject matter specialists with resolution of problems. Computer Operator V requires a high school diploma or high school equivalent plus four years of relevant experience.

14070 COMPUTER PROGRAMMER (Occupational Base)

The Computer Programmer performs programming services for establishments or for outside organizations that may contract for services, converts specifications (precise descriptions) about business or scientific problems into a sequence of detailed instructions to solve problems by electronic data processing (EDP) equipment, i.e. digital computers; draws program flow charts to describe the processing of data, and develops the precise steps and processing logic which, when entered into the computer in coded language (COBOL, FORTRAN, or other programming language) to cause the manipulation of data to

achieve desired results. The Computer Programmer tests and corrects programs, prepares instructions for operators who control the computer during runs, modifies programs to increase operating efficiency or to respond to changes in work processes, and maintains records to document program development and revisions.

At levels I, II and III, Computer Programmers may also perform programming analysis such as: gathering facts from users to define their business or scientific problems, and to investigate the feasibility of solving problems through new or modified computer programs; developing specifications for data inputs, flow, actions, decisions, and outputs; and participating on a continuing basis in the overall program planning along with other EDP personnel and users. In contrast, at level IV, some programming analysis must be performed as part of the programming assignment. The analysis duties are identified in a separate paragraph at levels I, II, III, and IV. However, the systems requirements are defined by systems analysts or scientists.

Positions are classified into levels based on the following definitions:

14071 COMPUTER PROGRAMMER I

The Computer Programmer I assists higher level staff by performing elementary programming tasks which concern limited and simple data items and steps which closely follow patterns of previous work done in the organization, e.g. drawing flow charts, writing operator instructions, or coding and testing routines to accumulate counts, tallies, or summaries. This worker may perform routine programming assignments (as described in Level II) under close supervision.

In addition to assisting higher level staff, the Computer Programmer I may perform elementary fact-finding concerning a specified work process, e.g., a file of clerical records which is treated as a unit (invoices, requisitions, or purchase orders, etc.) and then report findings to higher level staff. May receive training in elementary fact-finding. Detailed step-by-step instructions are given for each task, and any deviation must be authorized by a supervisor. Work is closely monitored in progress and reviewed in detail upon completion. Computer Programmer I requires a high school diploma or high school equivalent.

14072 COMPUTER PROGRAMMER II

At this level, initial assignments are designed to develop competence in applying established programming procedures to routine problems. This Computer Programmer performs routine programming assignments that do not require skilled background experience but do require knowledge of established programming procedures and data processing requirements, and works according to clear-cut and complete specifications. The data are refined, and the format of the final product is very similar to that of the input, or is well defined when significantly different, i.e., there are few, if any, problems with interrelating varied records and outputs.

The Computer Programmer II maintains and modifies routine programs, makes approved changes by amending program flow charts, developing detailed processing logic, and coding changes, tests and documents modifications and writes operator instructions, may

write routine new programs using prescribed specifications, and may confer with EDP personnel to clarify procedures, processing logic, etc.

In addition, the Computer Programmer II may evaluate simple interrelationships in the immediate programming area confers with user representatives to gain an understanding of the situation sufficient to formulate the needed change, and implements the change upon approval of the supervisor or higher level staff. The incumbent is provided with charts, narrative descriptions of the functions performed, an approved statement of the product desired (e.g., a change in a local establishment report), and the inputs, outputs, and record formats. This Worker reviews objectives and assignment details with higher level staff to ensure thorough understanding; uses judgment in selecting among authorized procedures and seeks assistance when guidelines are inadequate, significant deviations are proposed, or when unanticipated problems arise. Work is usually monitored in progress, and all work is reviewed upon completion for accuracy and compliance with standards. Computer Programmer II requires a high school diploma or high school equivalent plus one year of relevant experience.

14073 COMPUTER PROGRAMMER III

As a fully qualified Computer Programmer, this Worker applies standard programming procedures and detailed knowledge of pertinent subject matter in a programming area such as a record keeping operation (supply, personnel and payroll, inventory, purchasing, insurance payments, depositor accounts, etc.); a well-defined statistical or scientific problem; or other standardized operation or problem. The incumbent works according to approved statements of requirements and detailed specifications.

While the data are clear cut, related, and equally available, there may be substantial interrelationships of a variety of records and several varied sequences of formats are usually produced. The programs developed or modified typically are linked to several other programs in that the output of one becomes the input for another. This Computer Programmer recognizes probable interactions of other related programs with the assigned program(s) and is familiar with related system software and computer equipment, and solves conventional programming problems, (In small organizations, may maintain programs that concern or combine several operations, i.e. users, or develop programs where there is one primary user and the others give input.)

The Computer Programmer III performs such duties as developing, modifying, and maintaining assigned programs, designing and implementing modifications to the interrelation of files and records within programs in consultations with higher level staff. This Worker monitors the operation of assigned programs and responds to problems by diagnosing and correcting errors in logic and coding; implements and/or maintains assigned portions of a scientific programming project, applying established scientific programming techniques to well-defined mathematical, statistical, engineering, or other scientific problems usually requiring the translation of mathematical notation into processing logic and code. (Scientific programming includes assignments such as: using predetermined physical laws expressed in mathematical terms to relate one set of data to another; the routine storage and retrieval of field test data, and using procedures for real-time command and control, scientific data reduction, signal processing, or similar areas.) This Programmer

tests, documents work, writes and maintains operator instructions for assigned programs, and confers with other EDP personnel to obtain or provide factual data.

In addition, this Programmer may carry out fact-finding and programming analysis of a single activity or routine problem, applying established procedures where the nature of the program, feasibility, computer equipment, and programming language have already been decided. Job tasks may require the incumbent to analyze present performance of the program and take action to correct deficiencies based on discussion with the user and consultation with and approval of the supervisor or higher-level staff. This Programmer may assist in the review and analysis of detailed program specifications, and in program design to meet changes in work processes.

The Computer Programmer III works independently under specified objectives; applies judgment in devising program logic and in selecting and adapting standard programming procedures, resolves problems and deviations according to established practices, and obtains advice where precedents are unclear or not available. This worker may guide or instruct lower level programmers; supervise technicians and others who assist in specific assignments, works on complex programs under close direction of higher level staff or supervisor, and may assist higher level staff by independently performing moderately complex tasks assigned, and performing complex tasks under close supervision. Work at a level above this is deemed Supervisory or Individual Contributor. Completed work is reviewed for conformance to standards, timeliness, and efficiency. Computer Programmer III requires a high school diploma or high school equivalent plus two years of relevant experience.

14074 COMPUTER PROGRAMMER IV

The Computer Programmer IV applies expertise in programming procedures to complex programs; recommends the redesign of programs, investigates and analyzes feasibility and program requirements, and develops programming specifications. Assigned programs typically affect a broad multi-user computer system which meets the data processing needs of a broad area (e.g., manufacturing, logistics planning, finance management, human resources, or material management) or a computer system for a project in engineering, research, accounting, statistics, etc. This Programmer plans the full range of programming actions to produce several interrelated but different products from numerous and diverse data elements, which are usually from different sources; solves difficult programming problems, and uses knowledge of pertinent system software, computer equipment, work processes, regulations, and management practices.

This Programmer performs such duties as: developing, modifying, and maintains complex programs; designs and implements the interrelations of files and records within programs which will effectively fit into the overall design of the project; works with problems or concepts and develops programs for the solution to major scientific computational problems requiring the analysis and development of logical or mathematical descriptions of functions to be programmed; and develops occasional special programs, e.g. a critical path analysis program to assist in managing a special project. This Worker tests, documents, and writes operating instructions for all work, confers with other EDP personnel to secure information, investigate and resolve problems, and coordinates work efforts.

In addition, this incumbent performs such programming analyses as: investigating the feasibility of alternate program design approaches to determine the best-balanced solution, e.g., one that will best satisfy immediate user needs, facilitate subsequent modification, and conserve resources. Duties include the following: assisting user personnel in defining problems or needs, determining work organization on typical maintenance projects and smaller scale, working on limited new projects, the necessary files and records, and their interrelation with the program or working on large or more complicated projects, and participating as a team member along with other EDP personnel and users, holding responsibility for a portion of the project.

The Computer Programmer IV works independently under overall objectives and direction, apprising the supervisor about progress and unusual complications and modifying and adapting precedent solutions and proven approaches. Guidelines include constraints imposed by the related programs with which the incumbent's programs must be meshed. Completed work is reviewed for timeliness, compatibility with other work, and effectiveness in meeting requirements. This Worker may function as team leader or supervise a few lower-level programmers or technicians on assigned work. Computer Programmer IV requires a high school diploma or high school equivalent plus three years of relevant experience.

14100 COMPUTER SYSTEMS ANALYST (Occupational Base)

The Computer Systems Analyst analyzes business or scientific problems for resolution through electronic data processing, gathers information from users, defines work problems, and, if feasible, designs a system of computer programs and procedures to resolve the problems. This Worker develops complete specifications or enables other Computer Programmers to prepare required programs and analyzes subject-matter operations to be automated; specifies number and types of records, files, and documents to be used and outputs to be produced; prepares work diagrams and data flow charts; coordinates tests of the system and participates in trial runs of new and revised systems; and recommends computer equipment changes to obtain more effective operations. The Computer Systems Analyst may also write the computer programs.

Positions are classified into levels based on the following definitions:

14101 COMPUTER SYSTEMS ANALYST I

At this level, initial assignments are designed to expand practical experience in applying systems analysis techniques and procedures. This Analyst provides several phases of the required systems analysis where the nature of the system is predetermined, uses established fact-finding approaches, knowledge of pertinent work processes and procedures, and familiarity with related computer programming practices, system software, and computer equipment.

This Worker carries out fact finding and analyses as assigned, (usually of a single activity or a routine problem); applies established procedures where the nature of the system, feasibility, computer equipment and programming language have already been decided; may assist a higher level systems analyst by preparing the detailed specifications required

by computer programmers from information developed by the higher level analyst, and may research routine user problems and solve them by modifying the existing system when the solutions follow clear precedents. When cost and deadline estimates are required, results receive closer review.

The supervisor defines objectives, priorities, and deadlines. Incumbents work independently; adapt guides to specific situations; resolve problems and deviations according to established practices; and obtain advice where precedents are unclear or not available. Completed work is reviewed for conformance to requirements, timeliness, and efficiency. This position may supervise technicians and others who assist in specific assignments. Work at a level above this is deemed Supervisory or Individual Contributor. Computer Systems Analyst I requires a high school diploma or high school equivalent and 0 years of experience.

14102 COMPUTER SYSTEMS ANALYST II

This Analyst applies systems analysis and design skills in an area such as a record keeping or scientific operation. A system of several varied sequences or formats is usually developed, e.g. the analyst develops systems for maintaining depositor accounts in a bank, maintaining accounts receivable in a retail establishment, maintaining inventory accounts in a manufacturing or wholesale establishment, or processing a limited problem in a scientific project. This position requires competence in most phases of system analysis and knowledge of pertinent system software and computer equipment and of the work processes, applicable regulations, workload, and practices of the assigned subject-matter area. Job duties require the incumbent to be able to recognize probable interactions of related computer systems and predict impact of a change in assigned system.

The Computer Systems Analyst II reviews proposals which consist of objectives, scope, and user expectations; gathers facts, analyzes data, and prepares a project synopsis which compares alternatives in terms of cost, time, availability of equipment and personnel, and recommends a course of action; upon approval of synopsis, prepares specifications for development of computer programs. Duties also include the ability to determine and resolve data processing problems and coordinate the work with program, users, etc. This worker orients user personnel on new or changed procedures, may conduct special projects such as data element and code standardization throughout a broad system, working under specific objectives and bringing to the attention of the supervisor any unusual problems or controversies.

In this position, the incumbent works independently under overall project objectives and requirements, and appraises supervisor about progress and unusual complications. Guidelines usually include existing systems and the constraints imposed by related systems with which the incumbent's work must be meshed. This worker adapts design approaches successfully used in precedent systems, works on a segment of a complex data processing scheme or broad system, as described for Computer Systems Analyst, level III, works independently on routine assignments and receives instructions and guidance on complex assignments. Work is reviewed for accuracy of judgment, compliance with instructions, and to ensure proper alignment with the overall system. Completed work is reviewed for timeliness, compatibility with other work, and effectiveness in meeting requirements. This

analyst may provide functional direction to lower-level assistants on assigned work. Computer Systems Analyst II requires a high school diploma or high school equivalent plus one year of relevant experience.

14103 COMPUTER SYSTEMS ANALYST III

The Computer Systems Analyst III applies systems analysis and design techniques to complex computer systems in a broad area such as manufacturing, finance management, engineering, accounting, or statistics, logistics planning, material management, etc. Usually, there are multiple users of the system; however, there may be complex one-user systems, e.g., for engineering or research projects. This position requires competence in all phases of systems analysis techniques, concepts, and methods and knowledge of available system software, computer equipment, and the regulations, structure, techniques, and management practices of one or more subject-matter areas. Since input data usually come from diverse sources, this worker is responsible for recognizing probable conflicts and integrating diverse data elements and sources, and produces innovative solutions for a variety of complex problems.

The Computer Systems Analyst III maintains and modifies complex systems or develops new subsystems such as an integrated production scheduling, inventory control, cost analysis, or sales analysis record in which every item of each type is automatically processed through the full system of records. The incumbent guides users in formulating requirements, advises on alternatives and on the implications of new or revised data processing systems, analyzes resulting user project proposals, identifies omissions and errors in requirements and conducts feasibility studies. This analyst recommends optimum approach and develops system design for approved projects, interprets information and informally arbitrates between system users when conflicts exist. This worker may serve as lead analyst in a design subgroup, directing and integrating the work of one or two lower-level analysts, each responsible for several programs. Supervision and nature of review are similar to level II; existing systems provide precedents for the operation of new subsystems. Computer Systems Analyst III requires a high school diploma or high school equivalent plus two years of relevant experience.

14150 PERIPHERAL EQUIPMENT OPERATOR

The Peripheral Equipment Operator operates peripheral equipment that directly supports digital computer operations. Such equipment is uniquely and specifically designed for computer applications, but need not be physically or electronically connected to a computer. Printers, plotters, tape readers, tape units or drives, disk units or drives, and data display units are examples of such equipment.

The following duties characterize the work of a Peripheral Equipment Operator:

- a. Loads printers and plotters with correct paper; adjusting controls for forms, thickness, tension, printing density, and location; and unloading hard copy;
- b. Labels tape reels, or disks;
- c. Checks labels and mounting and dismounting designated tape reels or disks on specified units or drives;
- d. Sets controls which regulate operation of the equipment;

- e. Observes panel lights for warnings and error indications and taking appropriate action;
- f. Examines tapes, cards, or other material for creases, tears or other defects that could cause processing problems.

Excludes workers who monitor and operate a control console or a remote terminal, or whose duties are limited to operating decollators, busters, separators, or similar equipment. Peripheral Equipment Operator requires a high school diploma or high school equivalent and 0 years of experience.

14160 PERSONAL COMPUTER SUPPORT TECHNICIAN

The Personal Computer Support Technician provides support to distributed PC/networking environment including installation, testing, repair, and troubleshooting for stand-alone PCs, PCs linked to networks, printers, and other computer peripherals. Support responsibilities include software installation, and configurations. This technician performs technical, operational, and training support to users of personal computers either by telephone, or on-site for PC desktop hardware and software packages. Job duties require the technician to install and test personal computers, printers, and other peripherals, configure operating system, load shrink-wrap programs and other application software programs. In this position, the incumbent troubleshoots computer problems, performs hardware and software diagnostics, coordinates needed repairs, resolves computer system problems, including coordination between users and components of a local area network, and participates in the evaluation of system configuration and software. Personal Computer Support Technician requires a high school diploma or high school equivalent and 0 years of experience.

05000 AUTOMOTIVE SERVICE OCCUPATIONS

05110 MOBILE EQUIPMENT SERVICER

Operating from a mobile fuel station and/or tanker, the Mobile Equipment Servicer performs one or more of the following duties: supplies all types of vehicles with gasoline or diesel fuel, and records mileage and tag numbers, checks fluid levels, battery, cooling system and engine oil, checks tires for wear and pressure, replaces wiper blades, fuses, sealed beam lights, and light bulbs. Inspects equipment and performs preventive maintenance services, changes oil and filters, lubricates and greases vehicles, washes and cleans interiors and exteriors of vehicles; maintains inventories of parts and supplies; and cleans and maintains work areas. Mobile Equipment Servicer requires a high school diploma or high school equivalent and 0 years of experience.

11000 GENERAL SERVICES AND SUPPORT OCCUPATIONS

11030 CLEANER, VEHICLES

The Cleaner, Vehicles cleans interiors and exteriors of transportation vehicles, such as automobiles, buses, railroad cars, and streetcars, cleans interior of vehicle, using broom, cloth, mop, vacuum cleaner, and whiskbroom, cleans windows with water, cleansing compounds, and cloth or chamois, replenishes sanitary supplies in vehicle compartments, removes dust, grease, and oil from exterior surfaces of vehicles, using steam-cleaning

equipment or by spraying or washing vehicles, using spraying equipment, brush or sponge. The Cleaner may polish exterior of vehicle, and may fumigate interior of vehicle, using fumigating gases or sprays. Cleaner requires a high school diploma or high school equivalent and 0 years of experience.

11090 GARDENER

The Gardener plans and executes small scale landscaping operations and maintains grounds and landscape of household, business and other properties, works with assistant in preparing and grading terrain, applying fertilizers, seeding and laying sod, and transplanting shrubs and plants, and cultivates them, using gardening implements and power-operated equipment. The Gardner plants new and repairs established lawns, using seed mixtures and fertilizers recommended for particular soil type and lawn location, locates and plants shrubs, trees, and flowers recommended for particular landscape effect or those selected by property owner, mows and trims lawns, using hand or power mower, trims shrubs and cultivates gardens, sprays trees and shrubs and applies supplemental liquid and dry nutrients to lawn, trees and shrubs; cleans ground, using rakes, brooms, and hose, dig trenches and install drain tiles, repair concrete and asphalt walks and driveways. Gardener requires a high school diploma or high school equivalent and 0 years of experience.

11150 JANITOR

The Janitor cleans and keeps in an orderly condition factory working areas and washrooms, or premises of an office, apartment house, or commercial or other establishment. Duties involve a combination of the following: Sweeping, mopping or scrubbing, and polishing floors; removing chips, trash, and other refuse; dusting equipment, furniture, or fixtures; polishing metal fixtures or trimmings; providing supplies and minor maintenance services; and cleaning lavatories, showers, and restrooms. Janitor requires a high school diploma or high school equivalent and 0 years of experience.

Excluded are:

- a. Workers who specialize in window washing.
- b. Housekeeping staff who make beds and change linens as a primary responsibility.
- c. Workers required to disassemble and assemble equipment in order to clean machinery.
- d. Workers who receive additional compensation to maintain sterile facilities or equipment.

11210 LABORER, GROUNDS MAINTENANCE

The Laborer, Grounds Maintenance maintains grounds of industrial, commercial or public property such as buildings, camp and picnic grounds, parks, playgrounds, greenhouses, and athletic fields, and repairs structures and equipment, performing one or more of the following tasks: cut grass, using walking-type or riding mowers (less than 2000 lbs.), trim hedges and edges around walks, flowerbeds, and wells, using hedge trimmers, clippers and edging tools, prunes shrubs and trees to shape and improve growth, using shears and other hand tools, sprays lawn, shrubs, and trees with fertilizer or insecticide. Job duties also include the following: planting grass, flowers, trees, and shrubs, watering lawn and shrubs during dry periods, using hose or activating sprinkler system, picks up and burns or carts away leaves, paper or other litter; removing snow from walks, driveways, roads, or parking

lots, using shovel and snow blower, spreads salt on walkways and other areas, repairing and painting fences, gates, benches, tables, guardrails, and outbuildings. This Worker assists in repair of roads, walks, buildings, and mechanical equipment, and may clean comfort stations, offices workshop areas, and parking lots by sweeping, washing, mopping and polishing. Laborer requires a high school diploma or high school equivalent and 0 years of experience.

ROADSIDE LITTER CREW

These employees will collect and bag litter, deposit bagged litter as directed by the client, and report the nature and location of hazardous waste (i.e.: carcasses, fuel tanks, drug paraphernalia, etc.) to the client. The client will be responsible for direct supervision on site, assigning work locations, assigning shifts, and assigning meal/water breaks. The client will take all appropriate traffic control measures. Employees will use proper lifting, bending, stretching, and retrieval techniques. The client will provide staff with gloves, vests, and other necessary equipment. The client will also provide appropriate time for meals, rest breaks, and water breaks. Employees will provide their own safety work shoes/boots. Ground maintenance duties, such as mowing and weeding, fall outside of the scope of this project. Assigned employees shall not be permitted to operate machinery or vehicles. The Litter Crew requires a high school diploma or high school equivalent and 0 years of experience.

11240 MAID OR HOUSEMAN

The Maid or Houseman cleans rooms and other premises of hotel, motel, tourist home, or other lodging facility, performing any combination of the following tasks: dusting and cleaning Venetian blinds, furniture, and other surfaces, sorts, counts, folds, marks, or carries linens. The Maid or Houseman turns mattresses and makes beds, moves and arranges furniture and hangs drapes, cleans and polishes metalwork and porcelain bathroom fixtures, spot-cleans walls and windows, empties wastebaskets and removes trash, removes soiled linens for laundering, replenishes room supplies, and reports needed repairs to equipment, furniture, building and fixtures. Maid and Houseman require a high school diploma or high school equivalent and 0 years of experience.

11270 TRACTOR OPERATOR

The Tractor Operator drives gasoline or diesel-powered tractor to: move materials, draw implements, tow trailers, pull out objects embedded in ground, or pull cable of winch to raise, lower, or load heavy material or equipment. The Tractor Operator fastens attachments such as graders, plows, rollers, mowers (over 2000 lbs.), backhoes, seeders, and disc harrows to tractor, adjusts equipment for proper operation, lubricates and makes minor repairs to tractor and attachments such as tightening bolts, and replacing washers, cotter pins, and screws. Tractor Operator requires a high school diploma or high school equivalent and 0 years of experience.

11330 TRAIL MAINTENANCE WORKER

The Trail Maintenance Worker removes fallen and leaning dead trees, encroaching limbs and brush, minor repair of tread, tread drainage and tread drainage structures and trail location marking. The Trail Maintenance Worker removes downed limbs, loose rock and debris from trail ways. Trail Maintenance Worker requires a high school diploma or high school equivalent and 0 years of experience.

21000 MATERIALS HANDLING AND PACKING OCCUPATIONS

21020 FORKLIFT OPERATOR

The Forklift Operator operates a manually controlled gasoline, electric or liquid propane gas powered forklift to transport goods and materials of all kinds within a warehouse, manufacturing plant, or other establishment. Forklift Operator requires a high school diploma or high school equivalent and 0 years of experience.

21030 MATERIAL COORDINATOR

The Material Coordinator coordinates and expedites flow of material, parts, and assemblies within or between departments in accordance with production and shipping schedules or department supervisors' priorities. In this job, the Material Coordinator reviews production schedules and confers with department supervisors to determine material required or overdue and to locate material, requisitions material and establishes delivery sequences to departments according to job order priorities and anticipated availability of material; arranges for in-plant transfer of materials to meet production schedules, and with department supervisors for repair and assembly of material and its transportation to various departments, and examines material delivered to production departments to verify if type specified.

This Worker may monitor and control movement of material and parts along conveyor system, using remote-control panel board, compute amount of material needed for specific job orders, applying knowledge of product and manufacturing processes and using adding machine; compile report of quantity and type of material on hand, move or transport material from one department to another, using hand or industrial truck; may compile perpetual production records in order to locate material in process of production, using manual or computerized system, and maintain employee records. The Material Coordinator requires a high school diploma or high school equivalent and 0 years of experience.

21040 MATERIAL EXPEDITER

The Material Expediter executes the following: locates and moves materials and parts between work areas of plant to expedite processing of goods, according to pre-determined schedules and priorities, and keeps related record, reviews production schedules inventory reports, and work orders to determine types, quantities, and availability of required material and priorities of customer orders, confers with department supervisors to determine materials overdue and to inform them of location, availability, and condition of materials, locates and moves materials to specified production areas, using cart or hand truck, and records quantity and type of materials distributed and on hand. Work may include the following tasks: directing Power-Truck Operator or Material Handling Laborer to expedite movement of materials between storage and production areas, compare work ticket specifications with material at workstations to verify appropriateness of material in use, prepare worker production records and timecards, and may update and maintain inventory records, using computer terminal. The Material Expediter requires a high school diploma or high school equivalent and 0 years of experience.

21050 MATERIAL HANDLING LABORER

This person will perform physical tasks to transport or store materials or merchandise. Duties involve one or more of the following: manually loading or unloading freight cars, trucks, or other transporting devices; unpacking, shelving, or placing items in proper storage locations; or transporting goods by hand truck, cart, or wheelbarrow. Material Handling Laborer requires a high school diploma or high school equivalent and 0 years of experience.

Excluded from this definition are workers whose primary function involves:

- a. Participating directly in the production of goods (e.g., moving items from one production station to another or placing them on or removing them from the production process);
- b. Stocking merchandise for sale;
- c. Counting or routing merchandise;
- d. Operating a crane or heavy-duty motorized vehicle such as forklift or truck;
- e. Loading and unloading ships (alongshore workers);
- f. Traveling on trucks beyond the establishment's physical location to load or unload merchandise.

21071 ORDER FILLER

The Order Filler fills shipping or transfer orders for finished goods from stored merchandise in accordance with specifications on sales slips, customers' orders, or other instructions. This worker may, in addition to filling orders and indicating items filled or omitted, keep records of outgoing orders, requisition additional stock or report short supplies to supervisor, and perform other related duties. Order Filler requires a high school diploma or high school equivalent and 0 years of experience.

21080 PRODUCTION LINE WORKER (FOOD PROCESSING)

This position refers to an employee employed in a food processing plant whose duties involve several of the following: loading and unloading commodities from rail cars, trucks, or other conveyances, placing merchandise in proper storage location and transporting the merchandise by hand truck, push-pull, or forklift; blends merchandise ingredients into pre-determined quality by heating, mixing, re-heating, etc. The Production Line Worker monitors blending operation to ensure that finished products meets customer's requirements, monitors flow of product into appropriate container; labels container with identifying information supplied by customer, and places containers into appropriate shipping container. Must have knowledge of various types and sizes of shipping containers and special requirements of customers. Production Line Worker requires a high school diploma or high school equivalent and 0 years of experience.

21110 SHIPPING PACKER

Someone in this position prepares finished products for shipment or storage by placing them in shipping containers, the specific operations performed being dependent upon the type, size, and number of units to be packed, the type of container employed, and method of shipment. Work requires the placing of items in shipping containers, and may involve one or more of the following: knowledge of various items of stock in order to verify content, selection of appropriate type and size of container, inserting enclosures in container; using excelsior or other material to prevent breakage or damage, closing and sealing container,

and applying labels or entering identifying data on container. Shipping Packer requires a high school diploma or high school equivalent and 0 years of experience.

Exclude packers who also make wooden boxes or crates.

21130 SHIPPING/RECEIVING CLERK

The Shipping/Receiving Clerk performs clerical and physical tasks in connection with shipping goods of the establishment in which employed and receiving incoming shipments. In performing day-to-day, routine tasks, this worker follows established guidelines. In handling unusual non-routine problems, this worker receives specific guidance from supervisor or other officials. This incumbent may direct and coordinate the activities of other workers engaged in handling goods to be shipped or being received. Shipping duties typically involve the following: verifying that orders are accurately filled by comparing items and quantities of goods gathered for shipment against documents; ensuring that shipments are properly packaged, identified with shipping information, and loaded into transporting vehicles, and preparing and keeping records of goods shipped, e.g., manifests, bills of lading. Receiving duties typically involve the following: verifying the correctness of incoming shipments by comparing items and quantities unloaded against bills of lading, invoices, manifests, storage receipts, or other records, checking for damaged goods, ensuring that goods are appropriately identified for routing to departments within the establishment, and preparing and keeping records of goods received. Shipping/Receiving Clerk requires a high school diploma or high school equivalent and 0 years of experience.

21140 STORE WORKER I

The Store Worker I will perform the following tasks at an establishment whose primary function is that of the resale of merchandise in a retail environment, move merchandise by use of non-motorized equipment that is intended for display and resale purposes, include the cleaning of merchandise on or in display fixtures utilizing various merchandise techniques common to retail trade. Merchandise may be displayed by a predetermined placement system using labels or other identifying marks. This worker will maintain the display sales area by straightening merchandise to give a neat, full, and salable appearance, removing damaged or outdated merchandise, and displaying merchandise in such a manner to maintain freshness and sale dates, may determine display or sale requirements from existing inventory, may be required to keep inventory forms of merchandise stocked and merchandise returned to storage, may be required to affix labels to merchandise indicating sale price, item description, or other information, and may be required to offer customer or patron assistance with the location or selection of merchandise. Store Worker requires a high school diploma or high school equivalent and 0 years of experience.

Note: this class excludes any work performed in a warehouse, see warehousing classifications.

21150 STOCK CLERK (Shelf Stocker; Store Worker II)

The Stock Clerk receives, stores, and issues equipment, materials, supplies, merchandise, foodstuffs, or tools, and compiles stock records of items in stockroom, warehouse or

storage yard. This worker sorts, or weighs incoming articles to verify receipt of items on requisition or invoice, examines stock to verify conformance to specifications, stores articles in bins, on floor or on shelves, according to identifying information, such as style, size or type of material, fills orders or issues supplies from stock, prepares periodic, special or perpetual inventory of stock, and requisitions articles to fill incoming orders. This worker also compiles reports on use of stock handling equipment, adjustments of inventory counts and stock records, spoilage of or damage to stock, location changes, and refusal of shipments, may mark identifying codes, figures, or letters on articles, may distribute stock among production workers, keeping records of material issued, may make adjustments or repairs to articles carried in stock, and may cut stock to site to fill order. Stock Clerk requires a high school diploma or high school equivalent and 0 years of experience.

21210 TOOLS AND PARTS ATTENDANT (Tool Crib Attendant)

This incumbent receives, stores, and issues hand tools, machine tools, dies, replacement parts, shop supplies and equipment, such as measuring devices, in an industrial establishment. The Tools and Parts Attendant does the following keeps records of tools issued to and returned by workers, searches for lost or misplaced tools, prepares periodic inventory or keeps perpetual inventory and requisitions stock as needed, unpacks and stores new equipment; visually inspects tools or measures with micrometer for wear or defects and reports damaged or worn-out equipment to superiors; may coat tools with grease or other preservative, using a brush or spray gun, and may attach identification tags or engrave identifying information on tools and equipment using electric marking tool. Tools and Parts Attendant requires a high school diploma or high school equivalent and 0 years of experience.

21410 WAREHOUSE SPECIALIST (Warehouse Worker)

As directed, the Warehouse Specialist performs a variety of warehousing duties that require an understanding of the establishment's storage plan. Work involves most of the following: verifying materials (or merchandise) against receiving documents, noting and reporting discrepancies and obvious damages, routing materials to prescribed storage locations; storing, stacking, or palletizing materials in accordance with prescribed storage methods, rearranging and taking inventory of stored materials, examining stored materials and reporting deterioration and damage, removing material from storage and preparing it for shipment. This worker may operate hand or power trucks in performing warehousing duties. Warehouse Specialist requires a high school diploma or high school equivalent and 0 years of experience.

Note: Exclude workers whose primary duties involve shipping and receiving work (see Shipping/Receiving Clerk), order filling (see Order Filler), or operating forklifts (see Forklift Operator).

23000 MECHANICS AND MAINTENANCE AND REPAIR OCCUPATIONS

23260 FABRIC WORKER

The Fabric Worker makes, alters, and repairs a variety of fabric articles such as clothing, awnings, tents, gun covers, sleeping bags, parachutes, inflatable shelters, flags, bed linens, and belts. Fabrics include wool, cotton, canvas, nylon, polyester, olefin, metallic fabrics,

leatherette, velour, burlap, felt, vinyl, and fabrics made of rubber yarns or plastic filaments. The Fabric Worker takes measurements and makes patterns and layouts, marks, cuts, fits, and sews or cements parts together, using hand- or power tools and equipment and knowledge of fabrics and construction methods, and may do upholstery work on such items as cushions and vehicle seats. Fabric Worker requires a high school diploma or high school equivalent and 0 years of experience.

23370 GENERAL MAINTENANCE WORKER

The General Maintenance Worker performs general maintenance and repair of equipment and buildings requiring practical skill and knowledge (but not proficiency) in such trades as painting, carpentry, plumbing, masonry, and electrical work. Work involves a variety of the following duties: replacing electrical receptacles, wires, switches, fixtures, and motors, using plaster or compound to patch minor holes and cracks in walls and ceilings, repairing or replacing sinks, water coolers, and toilets painting structures and equipment; repairing or replacing concrete floors, steps, and sidewalks, replacing damaged paneling and floor tiles, hanging doors and installing door locks, replacing broken window panes, and performing general maintenance on equipment and machinery. General Maintenance Worker requires a high school diploma or high school equivalent and 0 years of experience.

Excluded are:

- a. Craft workers included in a formal apprenticeship or progression program based on training and experience;
- b. Skilled craft workers required to demonstrate proficiency in one or more trades;
- c. Workers performing simple maintenance duties not requiring practical skill and knowledge of a trade (e.g., changing light bulbs and replacing faucet washers).

23380 GROUND SUPPORT EQUIPMENT MECHANIC

The Ground Support Equipment Mechanic diagnoses malfunctions and repairs Ground Support Equipment (GSE), advises and trains lower grade workers on diagnosis and repair of less complex repair/maintenance problems, inspects and approves completed maintenance actions, solves repair problems by studying drawings, wiring diagrams and schematics, and technical publications; uses automated maintenance data systems to monitor maintenance trends, analyze equipment requirements, maintain equipment records, and document maintenance actions, and analyzes, diagnosis, and repairs GSE using conventional and digital multi-meters, voltmeters, ohmmeters, frequency counters, oscilloscopes, circuit card testers, transistor testers, and hand tools.

This mechanic maintains external fuel and grounding systems, performs scheduled and unscheduled maintenance on GSE, inspects, tests, and operates GSE to determine equipment serviceability and proper operation, services equipment with fuel, oil, water, coolant, hydraulic fluid, refrigerant, and compressed air, diagnoses mechanical and electronic circuitry malfunctions using visual and auditory senses, test equipment, and technical publications. This work also does the following: disassembles and assembles malfunctioning GSE accessories and components, removes, disassembles repairs, cleans, treats for corrosion, assembles, and reinstalls GSE components and accessories, stencils and marks GSE in accordance with technical publications, stores, handles, labels, uses, and disposes of hazardous materials and waste in accordance with all state, local, and

federal environmental standards and regulations. This mechanic prepares GSE for storage and mobility deployment; and operates, cleans, inspects, and services GSE towing vehicles. In addition to maintaining vehicle records, this mechanic maintains and updates paper and electronic equipment records, provides dispatch service for GSE, including positioning equipment to support aircraft maintenance and flying operations, practices good housekeeping, tool control, Foreign Object Damage prevention, and safety at all times. Ground Support Equipment Mechanic requires a high school diploma or high school equivalent and 0 years of experience.

23381 GROUND SUPPORT EQUIPMENT SERVICER

The Ground Support Equipment Servicer inspects, tests, and operates GSE to determine equipment serviceability and proper operation, services equipment with fuel, oil, water, coolant, hydraulic fluid, refrigerant, and compressed air, prepares Ground Support Equipment (GSE) for storage and transportation, uses automated maintenance data systems to maintain equipment records, and document maintenance actions and maintains external fuel and grounding systems. In addition, this servicer stencils and marks GSE in accordance with technical publications, stores, handles, labels, uses, and disposes of hazardous materials and waste in accordance with all state, local, and federal environmental standards and regulations, operates, cleans, inspects, and services GSE towing vehicles. This worker maintains vehicle records, maintains and updates paper and electronic equipment records, provides dispatch service for GSE, including positioning equipment to support aircraft maintenance and flying operations, and practices good housekeeping, tool control, Foreign Object Damage prevention and safety at all times. This position requires a high school diploma or high school equivalent and 0 years of experience.

23382 GROUND SUPPORT EQUIPMENT WORKER

The Ground Support Equipment Worker makes repairs to Ground Support Equipment (GSE) following orders of a higher-grade worker, troubleshooting malfunctions of GSE using conventional and digital multi-meters, voltmeters, ohmmeters, frequency counters, oscilloscopes, circuit card testers, transistor testers, and hand tools, prepares GSE for storage and transportation, uses automated maintenance data systems to maintain equipment records, and document maintenance actions, maintains external fuel and grounding systems. This worker performs scheduled and unscheduled maintenance on GSE, inspects, tests, and operates GSE to determine equipment serviceability and proper operation, services equipment with fuel, oil, water, coolant, hydraulic fluid, refrigerant, and compressed air, disassembles and assembles malfunctioning GSE accessories and components.

In addition, the Ground Support Equipment Worker removes, disassembles repairs, cleans, treats for corrosion, assembles, and reinstalls GSE components and accessories, stencils and marks GSE in accordance with technical publications, stores, handles, labels, uses, and disposes of hazardous materials and waste in accordance with all state, local, and federal environmental standards and regulations, operates, cleans, inspects, and services GSE towing vehicles; maintains vehicle records, maintains and updates paper and electronic equipment records, provides dispatch service for GSE, including positioning equipment to support aircraft maintenance and flying operations, and practices good housekeeping, tool control, Foreign Object Damage prevention, and safety at all times.

Ground Support Equipment Worker requires a high school diploma or high school equivalent and 0 years of experience.

23410 HEATING, VENTILATION, AND AIR-CONDITIONING MECHANIC

The Heating, Ventilation, and Air-Conditioning Mechanic installs, services and repairs environmental-control systems in residences, department stores, office buildings, and other commercial establishments, utilizing knowledge of refrigeration theory, pipefitting and structural layout, mounts compressor and condenser units on platform or floor, using hand tools, following blueprints or engineering specifications, fabricates, assembles and installs ductwork and chassis parts, using portable metalworking tools and welding equipment, and installs evaporator unit in chassis or in air-duct system, using hand tools. This mechanic also cuts and bends tubing to correct length and shape, using cutting and bending equipment and tools, cuts and threads pipe, using machine-threading or hand-threading equipment, joins tubing or pipes to various refrigerating units by means of sleeves, couplings or unions, and solders joints, using torch, forming complete circuit for refrigerant, installs expansion and discharge valves in circuit.

This worker connects motors, compressors, temperature controls, humidity controls, and circulating ventilation fans to control panels and connects control panels to power source; installs air and water filters in completed installation, injects small amount of refrigerant into compressor to test systems and adds Freon gas to build up prescribed operating pressure. This mechanic observes pressure and vacuum gauges and adjusts controls to ensure proper operation, tests joints and connections for gas leaks, using gauges or soap-and-water solution, wraps pipes in insulation batting and secures them in place with cement or wire bands, replaces defective breaker controls, thermostats, switches, fuses and electrical wiring to repair installed units, may install, repair and service air conditioners, ranging from fifteen to twenty tons cooling capacity in warehouses and small factory buildings. The HVAC Mechanic requires a high school diploma or high school equivalent and 0 years of experience.

23460 INSTRUMENT MECHANIC

The Instrument Mechanic installs, repairs, maintains, and adjusts indicating, recording, telemetering, and controlling instruments used to measure and control variables, such as pressure, flow, temperature, motion, force, and chemical composition, using hand tools and precision instruments. This worker disassembles malfunctioning instruments, examines and tests mechanism and circuitry for defects; troubleshoots equipment in or out of control system and replaces or repairs defective parts, reassembles instrument and tests assembly for conformance with specifications, using instruments, such as potentiometer, resistance bridge, manometer, and pressure gauge; inspects instruments periodically, and makes minor calibration adjustments to ensure functioning within specified standards. This mechanic may adjust and repair final control mechanisms, such as automatically controlled valves or positioners, and may calibrate instruments according to established standards. Instrument Mechanic requires a high school diploma or high school equivalent and 0 years of experience.

23470 LABORER

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash. Laborer requires a high school diploma or high school equivalent and 0 years of experience.

23510 LOCKSMITH

The Locksmith installs, repairs, modifies, and opens a variety of locking mechanisms found on doors, desks, compartments, mobile equipment, safes, and vaults. This worker examines locking mechanism and installs new unit or disassembles unit and replaces worn tumblers, springs, and other parts or repairs them by filing, drilling, chiseling and grinding, opens door locks by moving lock pick in cylinder or opens safe locks by listening to lock sounds or drilling. This worker makes new or duplicate keys, using key cutting machine, changes combination by inserting new or repaired tumblers into lock, and establishes keying systems for buildings. Locksmith requires a high school diploma or high school equivalent and 0 years of experience.

27007 BAGGAGE INSPECTOR

The Baggage Inspector inspects/screens all passenger baggage and personnel prior to tenting passenger terminal, uses x-ray machine, metal detectors and explosive residue detection equipment, and inspects personnel and/or baggage manually, if required. This inspector is responsible for ensuring that passengers and personnel entering the terminal do not possess unauthorized material such as weapons, explosives, etc. This person communicates with law enforcement personnel if unauthorized material is discovered, or in case of emergency. This worker conducts facility observations to ensure the safety of personnel inside and outside the facility by walking through the building ensuring that there are no obvious treats, unusual situations or suspicious activities, and notifies the proper authorities if such situations occur. The Baggage Inspector may perform routine testing and maintenance of screening equipment. Baggage Inspector requires a high school diploma or high school equivalent and 0 years of experience.

27008 CORRECTIONS OFFICER

The Corrections Officer maintains order among inmates in a prison or local jail, performs routine duties in accordance with established policies, regulations, and procedures to guard and supervise inmates in cells, at meals, during recreation, and on work assignments, and may employ weapons or force to maintain discipline and order. Typical duties include: taking periodic inmate counts, searching inmates and cells for contraband articles, inspecting locks, windows bars, grills, doors, and grates for tampering, aiding in prevention of escapes and taking part in searches for escaped inmates, and escorting inmates to and

from different areas for questioning, medical treatment, work and meals. The Corrections Officer may act as outside wall guard, usually on rotation. Corrections Officer requires a high school diploma or high school equivalent and 0 years of experience.

Excluded are:

- a. Workers receiving on-the-job training in basic correctional activities.
- b. Positions responsible for providing counseling or rehabilitation services to inmates.

27010 COURT SECURITY OFFICER

This incumbent patrols courthouse to provide security, escorts defendants to and from courtroom, and stands guard during court proceedings, checks courtroom for security. Assignments include not only the monitoring of entrances to the court, but also attention to the special needs of the court system, particularly in the area of personal protection for the judges, jurors, witnesses, attorneys and other persons involved with the court, including the general public. Duties require specialized training in methods and techniques of protecting security areas. This incumbent is required to demonstrate continuing physical fitness and proficiency with firearms or other special weapons. Court Security Officer requires a high school diploma or high school equivalent and 0 years of experience.

27040 DETENTION OFFICER

The Detention Officer performs various duties related to detention, safeguarding, security and escort of violators of immigration laws, exercises surveillance over detainees, and maintains order and discipline, attends to sheltering, feeding, and physical well-being of detainees, and counseling of alien detainees on personal matters. This worker guards detainees at deportation or exclusion hearings, recognizes potentially hazardous health, safety, security, or discipline problems, supervises voluntary work details, and encourages participation in organized recreational activities. Detention Officer requires a high school diploma or high school equivalent and 0 years of experience.

27100 GUARD (Occupational Base)

This guard protects property from theft or damage, or persons from hazards or interference. Duties involve serving at a fixed post, making rounds on foot or by motor vehicle, or escorting persons or property. This worker may be deputized to make arrests, and may help visitors and customers by answering questions and giving directions. This person may be required to demonstrate proficiency in the use of firearms and other special weapons and continuing physical fitness.

For wage study purposes, Guards are classified as follows:

27101 GUARD I

This guard carries out detailed instructions and procedures primarily oriented to ensure that emergencies and security violations are readily discovered, and reported to appropriate authority. The primary duty is to observe and report security and emergency situations. This guard intervenes directly only in situations which require minimal action to safeguard property or persons. Duties require minimal training and physical fitness standards. Guard I requires a high school diploma or high school equivalent and 0 years of experience.

27102 GUARD II

The Guard II enforces regulations and procedures designed to prevent breaches of security, exercises judgment and uses discretion in responding to incidents and emergencies, determining whether to intervene directly, ask for assistance as time permits, keep situation under control or surveillance, or to report incident or situation to the appropriate authority for handling. Duties require specialized training in methods and techniques of protecting controlled areas. Commonly, the Guard II is required to demonstrate proficiency with firearms and other special weapons, and to meet rigorous physical fitness standards. Guard II requires a high school diploma or high school equivalent plus one year of relevant experience.

30000 TECHNICAL OCCUPATIONS

31043 DRIVER/COURIER

The Driver/Courier drives automobile or light truck to deliver messages, documents, packages and mail to various business concerns or governmental agencies, may occasionally transport office personnel and visitors, perform miscellaneous errands, such as carrying mail to and from the post office and sorting or opening incoming and outgoing mail. The Driver Courier may obtain receipts for articles delivered and keep a log of items received and delivered, and deliver items to offices and departments within an establishment. Driver/Courier requires a high school diploma or high school equivalent and 0 years of experience.

07000 FOOD PREPARATION AND SERVICE OCCUPATIONS

07010 BAKER

The Baker applies full knowledge of baking trade and is responsible for producing standard baked goods such as bread, rolls, cakes, cookies, biscuits, muffins, and various types of puddings, and ice cream or sherbets. Baker requires a high school diploma or high school equivalent and 0 years of experience.

07040 COOK (Occupational Base)

The Cook prepares food, using various cooking methods, i.e., boiling, roasting, baking, broiling, to make suitable for eating.

07041 COOK I

The Cook I independently performs moderately difficult tasks in preparing small quantities of quickly prepared food such as steaks, chops, cutlets, hamburgers, eggs, salads and other similar items. Excludes workers who exercise general supervision over kitchen activities. Cook I requires a high school diploma or high school equivalent and 0 years of experience.

07042 COOK II

The Cook II prepares in large quantities, by various methods of cooking, meat, poultry, fish, vegetables, seasons and cooks all cuts of various meats, fish and poultry, boils, steams or fries vegetables, makes gravies, soups, sauces, roasts, meat pies, fricassees, casseroles, and stews. Excludes food service supervisors and head cooks who exercise general supervision over kitchen activities. Cook II requires a high school diploma or high school

equivalent plus one year of experience.

07070 DISHWASHER

The Dishwasher manually or mechanically washes and rinses dishes, glasses and silverware; maintains proper temperature for sterilization and adds soap as needed, and performs other duties as assigned. Dishwasher requires a high school diploma or high school equivalent and 0 years of experience.

07130 FOOD SERVICE WORKER (Cafeteria Worker)

The Food Service Worker (Cafeteria Worker) serves as a cafeteria and/or delicatessen/bakery worker helping in the preparation, presentation and serving of specialty meats, delicacies, preserved foods, cheeses, salads, breads and sweets to patrons. The incumbent assists in weighing, pricing and wrapping selected foods on plates, trays and in bags, prepares food displays in counter cases and other display units, greets customers as they arrive at service counter, takes special orders, and answers basic customer questions about specialty foods.

Using prepared ingredients and following routine, repetitive steps, this Worker makes hot and/or cold sandwiches, fruit and vegetable trays, salads and rotisserie chicken, may slice and/or mix simple ingredients, as needed, cleans counters and trays, washes dishes and maintains cleanliness of preparation, work and display areas, inspects and cleans equipment. This Worker may assist in any or all of the following: measuring and mixing ingredients as directed, assists in preparing, cooking and decorating breads, rolls, pastries, cakes and other bakery items, receives, unloads trucks, and stores stock, takes special orders or unusual food requests from customers, takes payment and makes change for customers. Food Service Worker requires a high school diploma or high school equivalent and 0 years of experience.

07260 WAITER/WAITRESS

The Waiter/Waitress serves food and beverages to patrons at counters and tables in coffee shops, lunchrooms, and other dining establishments. This worker presents menus to customers, answers questions, and makes suggestions regarding food and service. Duties include: memorizing or writing order on check, relaying order to kitchen and serving course from kitchen and service bars. The Waiter/Waitress observes guests to fulfill any additional requests and to perceive when meal has been completed, totals bill and accepts payment or refers patron to Cashier. The Waiter/Waitress may ladle soup, toss salads, portion pies and desserts, brew coffee, perform other services as determined by establishment's size and practices, and may clear and reset counters or tables at conclusion of each course or meal. Waiter/Waitress requires a high school diploma or high school equivalent and 0 years of experience.

13000 INFORMATION AND ARTS OCCUPATIONS

13010 EXHIBITS SPECIALIST (Occupational Base)

The Exhibits Specialist constructs and installs exhibit structures, electric wiring, and fixtures of materials, such as wood, plywood, and fiberglass, using hand tools and power tools. This

Specialist studies sketches or scale drawings for temporary or permanent display or exhibit structures to determine type, amount, and cost of material needed. The Specialist confers with exhibit planning and art personnel to discuss structural feasibility of plans and to suggest alternate methods of displaying objects in exhibit; cuts, assembles, and fastens parts to construct framework, panels, shelves, and other exhibit components of specified materials, using hand tools and power tools. The Exhibits Specialist sprays or brushes paint, enamel, varnish, or other finish on structures, or creates special effects by applying finish with cloth, sponge, or fingers to prepare structure for addition of fittings.

This Specialist would mount fittings and fixtures, such as shelves, panel boards, and shadow boxes to framework, using hand tools or adhesives; install electrical wiring, fixtures, apparatus, audiovisual components, or control equipment in framework, according to design specifications, install or affix murals, photographs, graphs, mounted legend materials, and graphics in framework or on fixtures assemblies. Typically, the Exhibits Specialist duties also include the following: installing or arranging structures in exhibit galleries working with maintenance and installation personnel, tests electrical, electronic, and mechanical components of exhibit structure to verify operation, may maintain inventory of building materials, tools, and equipment, and order supplies as needed for construction of exhibit fixtures; assigning duties to, and supervising work of carpentry, electrical, and other craft workers engaged in constructing and installing exhibit components.

13011 EXHIBITS SPECIALIST I

At this level, the Exhibits Specialist brings to the job manual dexterity, mechanical skill, and/or artistic skill, plus aptitude for learning exhibits techniques. They perform duties related to the fabrication, finishing and repair of exhibits while acquiring training in museum or exhibits techniques. Exhibits Specialist I requires a high school diploma or high school equivalent and 0 years of experience.

13012 EXHIBITS SPECIALIST II

At this level, the Exhibits Specialist performs independently of the phases of work in which they are proficient and receive training in the more complex processes. Duties relate to the fabrication, finishing and maintenance of exhibits that require a high degree of manual dexterity and moderate but varied artistic skills. Generally, they work from accurate scale drawings, blueprints or sketches with instructions as to the materials to be used and the colors to be matched. On the phases of the work with which they are thoroughly familiar, and within the framework of accepted and proven methods and techniques, there is considerable latitude of choice in execution. The supervisor checks their work at the completion of each phase on work that involves several processes or stages of development. Exhibits Specialist II requires a high school diploma or high school equivalent plus one year of relevant experience.

13013 EXHIBITS SPECIALIST III

At this level, the Exhibits Specialist is responsible for the construction of portions of more complex exhibits, such as models, three-dimensional training aids, or complex exhibit cases and other exhibit furniture. Complexity of work may be indicated by: (a) subject matter which requires extensive study and search of the literature; (b) the need to demonstrate the significance of an event or development; (c) the need to present the development or

evaluation of an event; and (d) subject matter involving several disciplines. Another area of work at this level includes the planning of detailed work processes and actual restoration work on historic structures or valuable items, or the construction of replicas or models requiring greater skill than is required for the work at the Exhibits Specialist II level. At level III, Exhibits Specialists are comparatively free to use judgment in selecting work methods and materials, and developing techniques and color schemes. Exhibits Specialist III requires a high school diploma or high school equivalent plus two years of relevant experience.

13058 LIBRARY TECHNICIAN

The Library Technician provides information service such as answering questions regarding card catalogs and assists in the use of bibliographic tools, such as Library of Congress catalog. The incumbent performs routine cataloging of library materials, files cards in catalog drawers according to system used, answers routine inquiries, and refers persons requiring professional assistance to Librarian. This Technician verifies bibliographic information on order requests, works or directs workers in maintenance of stacks or in section of department or division with tasks such as ordering or receiving section of acquisitions department, card preparation activities in catalog department, or limited loan or reserve desk operation of circulation department. Library Technician requires a high school diploma or high school equivalent and 0 years of experience.

13060 MEDIA SPECIALIST (Occupational Base)

The Media Specialist maintains functionality (expiration dates, incorrect labeling, etc.) for a variety of media sources, e.g., tapes, cassettes, microfiche, film, and compact disks/DVDs, in addition to introduction of new media technology. Troubleshoots and resolves media errors and data processing problems; lower-level media specialists focus on preplanned procedures when troubleshooting, while higher level media specialist may deviate from standard operating procedures.

13061 MEDIA SPECIALIST I

The Media Specialist I maintains library of media (tapes, cassettes and microfiche), which presents few difficult data processing problems (e.g. damaged media or misplaced media). In response to data processing problems, this person applies data processing or corrective procedures, refers problems which do not have preplanned procedures, and works under general supervision of the higher-level Media Specialists. Media Specialist I requires a high school diploma or high school equivalent and 0 years of experience.

13062 MEDIA SPECIALIST II

This Specialist maintains a range of media (tapes, cassettes and microfiche). In addition to maintaining the media library and resolving common data processing problems, the incumbent diagnoses and acts on media errors not fully covered by existing procedures and guidelines (e.g., tape, disposition or making mechanical adjustments to maintain or restore media equipment). In response to media error reports, this Worker may deviate from standard procedures if standard procedures do not provide a solution and refers still-unresolved problems to Media Specialist III. Media Specialist II requires a high school diploma or high school equivalent plus one year of relevant experience.

13063 MEDIA SPECIALIST III

The Media Specialist III adapts to a variety of nonstandard problems that require extensive specialist assistance (e.g., expiration date on media, media internally labeled incorrectly or frequent introduction of new media technology). In response to media error conditions, this Worker chooses or devises a course of action from among processing tanks and dryer, around polished drum, and onto take-up reel. The specialist turns valves to fill tanks with premixed solutions such as developer, dyes, stop-baths, fixers, bleaches, and washes, moves thermostatic control to keep steam-heated drum at specified temperature, and splices sensitized paper to leaders using tape. The specialist then starts machine and throws switches to synchronize drive speeds of processing and drying units, compares processed prints with color standard, reports variations to control department, adds specified amount of chemicals to renew solutions, and maintains production records. Media Specialist III requires a high school diploma or high school equivalent plus two years of relevant experience.

13070 PHOTOGRAPHER (Occupational Base)

The Photographer takes pictures requiring knowledge of photographic techniques, equipment, and processes. Typically, some familiarity with the organization's activities (i.e., scientific, engineering, industrial, technical, retail, commercial, etc.) and some artistic ability are needed at higher levels. Depending on the objectives of the assignment, photographers use standard equipment (including simple still, graphic, and motion picture cameras, video and television hand cameras, and similar commonly used equipment) and/or use special-purpose equipment (including specialized still and graphic cameras, motion picture production, television studio, and high-speed cameras and equipment). At the higher levels, a complex accessory system of equipment may be used, as needed, with sound or lighting systems, generators, timing or measurement control mechanisms, or improvised stages or environments, etc. Work of photographers at all levels is reviewed for quality and acceptability. The Photographer may also develop, process, and edit film or tape, serve as a lead photographer to lower-level workers, or may perform work described at lower levels as needed.

Positions are matched to the appropriate level based on the difficulty of, and responsibility for the photography performed, including the subject-matter knowledge and artistry required to fulfill the assignment. While the equipment may be an indication of the level of difficulty, photographers at the higher level may use standard equipment, as needed.

13071 PHOTOGRAPHER I

The Photographer I takes routine pictures in situations where several shots can be taken. This Photographer uses standard still cameras for pictures lacking complications, such as speed, motion, color contrast, or lighting. Photographs are taken for identification, employee publications, information, or publicity purposes. Workers must be able to focus, center, and provide simple flash-type lighting for an uncomplicated photograph. Typical subjects are employees who are photographed for identification, award ceremonies, interviews, banquets or meetings; or external views of machinery, supplies, equipment, building, damaged shipments, or other subjects photographed to record conditions. Assignments

usually are performed without direct guidance due to the clear and simple nature of the desired photograph. Photographer I requires a high school diploma or high school equivalent and 0 years of experience.

13072 PHOTOGRAPHER II

This Photographer uses standard still cameras, commonly available lighting equipment and related techniques to take photographs, which involve limited problems of speed, motion, color contrast, or lighting. Typically, the subjects photographed are similar to those at Level I, but the technical aspects require more skill. Based on clear-cut objectives, this Worker determines shutter speeds, lens settings and filters, camera angles, exposure times, and type of film. This position requires familiarity with the situation gained from similar past experience to arrange for specific emphasis, balanced lighting, and correction for distortion, etc., as needed. The Photographer II may use 16mm or 35mm motion picture cameras for simple shots such as moving equipment or individuals at work or meetings, where available or simple artificial lighting is used. Ordinarily, there is opportunity for repeated shots or for retakes if the original exposure is unsatisfactory. This Photographer consults with supervisor or photographers that are more experienced when problems are anticipated. Photographer II requires a high school diploma or high school equivalent plus one year of relevant experience.

13073 PHOTOGRAPHER III

The Photographer III selects from a range of standard photographic equipment for assignments demanding exact renditions, normally without opportunity for later retakes, when there are specific problems or uncertainties concerning lighting, exposure time, color, artistry, etc. Job tasks require this worker to discuss technical requirements with operating officials or supervisor and customize treatment for each situation according to a detailed request, vary camera processes and techniques, and use the setting and background to produce esthetics, as well as accurate and informative pictures. Typically, standard equipment is used at this level, although "specialized" photography can be performed using some special-purpose equipment under closer supervision.

In typical assignments, the Photographer III photographs the following: (1) drawings, charts, maps, textiles, etc., requiring accurate computation of reduction ratios and exposure times and precise equipment adjustments; (2) tissue specimens in fine detail and exact color when color and condition of the tissue may deteriorate rapidly; (3) medical or surgical procedures or conditions which normally cannot be recaptured; (4) machine or motor parts to show wear or corrosion in minute wires or gears; (5) specialized real estate, goods and products for catalogs or listings when salability is enhanced by the photography; (6) work, construction sites, or patrons in prescribed detail to substantiate legal claims, contracts, etc.; (7) artistic or technical design layouts requiring precise equipment settings; and (8) fixed objects on the ground or air-to-air objects which must be captured quickly and require directing the pilot to get the correct angle of approach. This person works independently; solves most problems through consultations with more experienced photographers, if available, or through reference sources. Photographer III requires a high school diploma or high school equivalent plus two years of relevant experience.

13074 PHOTOGRAPHER IV

The Photographer IV uses special-purpose cameras and related equipment for assignments in which the photographer usually makes all the technical decisions, although the objective of the pictures is determined by operating officials. This Worker conceives and plans the technical photographic effects desired by operating officials and discusses modifications and improvements to their original ideas in light of the potential and limits of the equipment, improvises photographic methods and techniques or selects and alters secondary photographic features (e.g., scenes, backgrounds, colors, lighting). Many assignments afford only one opportunity to photograph the subject. Typical examples of equipment used at this level include ultra-high speed, motion picture production, studio television, animation cameras, specialized still and graphic cameras, electronic timing and triggering devices, etc.

Some assignments are characterized by extremes in light values and the use of complicated equipment. This photographer sets up precise photographic measurement and control equipment; uses high speed color photography, synchronized stroboscopic (interval) light sources, and/or timed electronic triggering; operates equipment from a remote point; or arranges and uses cameras operating at several thousand frames per second. In other assignments, selects and sets up motion picture or television cameras and accessories and shoots a part of a production or a sequence of scenes, or takes special scenes to be used for background or special effects in the production. This person works under guidelines and requirements of the subject-matter area to be photographed and consults with supervisors only when dealing with highly unusual problems or altering existing equipment. Photographer IV requires a high school diploma or high school equivalent plus three years of relevant experience.

13075 PHOTOGRAPHER V

As a top technical expert, the Photographer V exercises imagination and creative ability in response to photography situations requiring novel and unprecedented treatment. This worker typically performs one or more of the following assignments: (1) develops and adapts photographic equipment or processes to meet new and unprecedented situations, e.g. works with engineers and physicists to develop and modify equipment for use in extreme conditions such as excessive heat or cold, radiation, high altitude, under water, wind and pressure tunnels, or explosions; (2) plans and organizes the overall technical photographic coverage for a variety of events and developments in phases of a scientific, industrial, medical, or research project; or (3) creates desired illusions or emotional effects by developing trick or special effects photography for novel situations requiring a high degree of ingenuity and imaginative camera work to heighten, simulate, or alter reality.

The Photographer V Independently develops, plans, and organizes the overall technical photographic aspects of assignments in collaboration with operating officials who are responsible for project substance. This worker uses imagination and creative ability to implement objectives within the capabilities and limitations of cameras and equipment, may exercise limited control over the substance of events to be photographed by staging actions, suggesting behavior of the principals, and rehearsing activities before photographs are taken. Photographer V requires a high school diploma or high school equivalent plus four year of relevant experience.

13110 VIDEO TELECONFERENCE TECHNICIAN

The Video Teleconference Technician operates video teleconferencing equipment including powering up teleconferencing equipment, checking equipment for proper operation, setting audio levels, positioning camera functions, performing secure or non-secure setup; operate or assist in operating session control panel, studio control unit, and high-resolution graphics. Job tasks require this technician to provide assistance to users in conducting video teleconference sessions, which may include conference preparation, and monitor VTC equipment and system performance, reporting equipment and network problems to appropriate parties for maintenance or repair. The Video Teleconference Technician's responsibilities may include operation of briefing computers, projectors or other audiovisual equipment in conjunction with video teleconferencing services; may include scheduling video teleconferencing sessions, training personnel in operation of video teleconferencing equipment, and other audiovisual equipment associated with video teleconferencing services. Video Teleconference Technician requires a high school diploma or high school equivalent and 0 years of experience.

99000 MISCELLANEOUS OCCUPATIONS

99030 CASHIER

The Cashier receives cash from customers or employees in payment for goods or services and records amounts received, computes or re-computes bills, itemized lists, and tickets showing amount due using adding machine or cash register, makes change, cashes checks and issues receipts or tickets to customers; records amounts received, prepares reports of transactions, reads and records totals shown on cash register tape and verifies against cash on hand. The Cashier may make credit card transactions and may be required to know the value and features of items for which money is received. This worker may give cash refunds or issue credit memorandums to customers for returned merchandise, operate ticket-dispensing machines, sell candy, cigarettes, gum and gift certificates, and issue trading stamps. This person is usually employed in restaurants, cafeterias, theaters, retail stores, and other establishments. Cashier requires a high school diploma or high school equivalent and 0 years of experience.

99050 DESK CLERK

The Desk Clerk performs any combination of the following duties for guests of hotel, motel, or other lodging facility: registers and assigns rooms to guests, issues and receives room keys, date-stamps, sorts, and racks incoming mail and messages; receives and transmits messages using equipment such as telephone switchboard, console, telegraph, and teletype, answers inquiries pertaining to establishment services, shopping, dining, entertainment, and travel directions, keeps records of room availability and guests' accounts, computes bills, collects payments, and makes changes for guests.

The Desk Clerk makes and confirms room reservations, may post charges such as room, food, liquor, or telephone to casebooks by hand or machine, make restaurant, transportation, or entertainment reservations, and arrange for tours, may deposit guests' valuables in safe or safe-deposit box, and may sell tobacco, candy, and newspapers. Desk Clerk requires a high school diploma or high school equivalent and 0 years of experience.

99810 SALES CLERK

The Sales Clerk sells a variety of inexpensive merchandise usually in a retail trade establishment, for which knowledge of the items sold is not a primary requirement. This incumbent performs the following tasks: stocks shelves, counters, or tables with merchandise, sets up advertising displays or arranges merchandise on counters or tables to promote sales, stamps, marks, or tags price on merchandise; obtains merchandise requested by customer or receives merchandise selected by customer; totals price and tax on merchandise selected by customer using paper and pencil, cash register, or adding machine to determine bill. This worker receives payment and makes change, occasionally calculates sales discount in determining sales slip, wraps or bags merchandise for customers, cleans shelves, counter, or tables, as necessary; may keep record of sales, prepare inventory of stock, or order merchandise; and may be designated according to product sold or type of store. Sales Clerk requires a high school diploma or high school equivalent and 0 years of experience.

TECHNICAL, SCIENTIFIC, LEGAL, MEDICAL, PROTECTIVE, and PROFESSIONAL OCCUPATIONS

30060 DRAFTER/CAD OPERATOR (Occupational Base)

The Draft/CAD Operator performs drafting work manually or using a computer, requiring knowledge and skill in drafting methods, procedures, and techniques, prepares drawings of structures, facilities, land profiles, water systems, mechanical and electrical equipment, pipelines, duck systems, and similar equipment, systems, and assemblies. Drawings are used to communicate engineering ideas, design, and information. This operator uses recognized systems of symbols, legends, shadings, and lines having specific meanings in drawings.

Excluded are:

- a. Designers using technical knowledge and judgment to conceive, plan, or modify designs;
- b. Illustrators or graphic artists using artistic ability to prepare illustrations;
- c. Office drafters preparing charts, diagrams, and room arrangements to depict statistical and administrative data;
- d. Cartographers preparing maps and charts primarily using a technical knowledge of cartography;
- e. Positions below level I; workers in these trainee positions either trace or copy finished drawings under close supervision or, receive instruction in the elementary methods and techniques of drafting; and
- f. Supervisors.

Positions are classified into levels based on the following definitions.

30061 DRAFTER/CAD OPERATOR I

This operator prepares drawings or computer models of simple, easily visualized structures, systems, parts or equipment from sketches or marked-up prints, selects appropriate

templates/computer programs or uses a compass and other equipment needed to complete assignments. Drawings and models fit familiar patterns and present few technical problems. Supervisor provides detailed instructions on new assignments, gives guidance when questions arise, and reviews completed work for accuracy. Typical assignments include:

- a. Revisions to the original drawings of a plumbing system by increasing pipe diameters.
- b. Drawing from sketches, the building floor plans, determining size, spacing and arrangement of freehand lettering according to scale.
- c. Drawing simple land profiles from predetermined structural dimensions and reduced survey notes.
- d. Tracing river basin maps and enters symbols to denote stream sampling locations, municipal and industrial waste discharges, and water supplies.
- e. Preparing a computer model of a room, building, structure from data, prints, and/or photos

Draft/CAD Operator I requires a high school diploma or high school equivalent and 0 years of experience.

30062 DRAFTER/CAD OPERATOR II

This operator prepares various drawings computer models of such units as construction projects or parts and assemblies, including various views, sectional profiles, irregular or reverse curves, hidden lines, and small or intricate details. Work requires use of most of the conventional drafting and CAD techniques and a working knowledge of the terms and procedures of the occupation. The Draft/CAD Operator II makes arithmetic computations using standard formulas. Familiar or recurring work is assigned in general terms. Unfamiliar assignments include information on methods, procedures, sources of information, and precedents to follow. Simple revisions to existing drawings or computer models may be assigned with a verbal explanation of the desired results. More complex revisions are produced from sketches, computer models or specifications that clearly depict the desired product. Typical assignments include:

- a. Preparing several views of a simple gear system from a layout and manual references and obtaining dimensions and tolerances from manuals and by measuring the layout.
- b. Preparing and revising detail and design drawings for such projects as the construction and installation of electrical or electronic equipment, plant wiring, and the manufacture and assembly of printed circuit boards. Drawings typically include details of mountings, frames, guards, or other accessories; conduit layouts; or wiring diagrams indicating transformer sizes, conduit locations and mountings.
- c. Drawing base and elevation views, sections, and details of new bridges or other structures, revising complete sets of roadway drawings for highway construction projects, or preparing block maps, indicating water and sewage line locations.

Drafter/CAD Operator II requires a high school diploma or high school equivalent plus one year of relevant experience.

30063 DRAFTER/CAD OPERATOR III

This operator prepares complete sets of complex drawings or computer models that include multiple views, detail drawings, and assembly drawings. Drawings or models include complex design features that require considerable drafting skill to visualize and portray. Assignments regularly require the use of mathematical formulas to draw land contours or to compute weights, center of gravity, load capacities, dimensions, quantities of material, etc. The Draft/CAD Operator works from sketches, computer models, and verbal information supplied by an engineer, architect, or designer to determine the most appropriate views, detail drawings, and supplementary information needed to complete assignments. This operator selects required information from computer programs, and internet sites, precedents, manufacturers' catalogs, and technical guides. This operator independently resolves most of the problems encountered. Supervisor or design originator may suggest methods of approach or provide advice on unusually difficult problems. Typical assignments include:

- a. Prepares complete sets of drawings of test equipment to be manufactured from layouts, models, or sketches. Several cross-sectional and subassembly drawings are required. From information supplied by the design originator and from technical handbooks and manuals, this operator describes dimensions, tolerances, fits, fabrication techniques, and standard parts to use in manufacturing the equipment.
- b. From electronic schematics, information as to maximum size, and manuals giving dimensions of standard parts, determines the arrangement and prepares drawing of printed circuit boards.
- c. From precedents, drafting standards, and established practices, prepares final construction drawings for floodgates, navigation locks, dams, bridges, culverts, levees, channel excavations, dikes and berms, prepares boring profiles, typical cross-sections, and land profiles; and delineates related topographical details as required.
- d. Prepares final drawings for street paving and widening or for water and sewer lines having complex trunk lines; reduces field notes and calculates true grades. From engineering designs, lays out plan, profile and detail appurtenances required; and notifies supervisor of conflicting details in design.
- e. Excludes drafter performing work of similar difficulty to that described at this level but who provides support for a variety of organizations that have widely differing functions or requirements.

Drafter/CAD Operator III requires a high school diploma or high school equivalent plus two years of relevant experience.

30064 DRAFTER/CAD OPERATOR IV

This operator works closely with design originators, preparing drawings or computer models of unusual, complex, or original designs that require a high degree of precision, performs unusually difficult assignments requiring considerable initiative, resourcefulness, and drafting expertise. This incumbent assures that anticipated problems in manufacture, assembly, installation, and operation are resolved by the drawing produced, exercises independent judgment in selecting and interpreting data based on knowledge of the design intent. Although working primarily as a drafter, this worker may occasionally interpret general designs prepared by others to complete minor details, may provide advice and guidance to lower-level drafters or serve as coordinator and planner for large and complex

drafting projects. Drafter/CAD Operator IV requires a high school diploma or high school equivalent plus three years of relevant experience.

30080 ENGINEERING TECHNICIAN (Occupational Base)

To be covered by these definitions, employees must meet all of the following criteria: Be able to provide semi-professional technical support for engineers working in such areas as research, design, development, testing, or manufacturing process improvement. Work pertains to electrical, electronic, or mechanical components or equipment. These technicians are required to have some practical knowledge of science or engineering. Some positions may require a practical knowledge of mathematics or computer science. Included are workers who prepare design drawings and assist with the design, evaluation, and/or modification of machinery and equipment.

Excluded are:

- a. Production and maintenance workers, including workers engaged in calibrating, repairing, or maintaining electronic equipment (see Maintenance Electronics Technicians);
- b. Model Makers and other craft workers.
- c. Quality Control Technicians and Testers.
- d. Chemical and other non-engineering laboratory technicians.
- e. Civil Engineering Technicians and Drafters.
- f. Positions (below Level I) which are limited to simple tasks such as: measuring items or regular shapes with a caliper and computing cross-sectional areas; identifying, weighing, and marking easy-to-identify items; or recording simple instrument readings at specified intervals; and engineers required to apply a professional knowledge of engineering theory and principles.

30081 ENGINEERING TECHNICIAN I

This technician performs simple routine tasks under close supervision or from detailed procedures. Work is checked in progress or on completion. This person performs one or a combination of such typical duties as:

- a. Assembling or installing equipment or parts requiring simple wiring, soldering, or connecting.
- b. Performing simple or routine tasks or tests such as tensile or hardness tests; operating and adjusting simple test equipment; records test data.
- c. Gathering and maintaining specified records of engineering data such as tests, drawings, etc.; performing computations by substituting numbers in specified formulas; plotting data and drawing simple curves and graphs.

Engineering Technician I requires a high school diploma or high school equivalent and 0 years of experience.

30082 ENGINEERING TECHNICIAN II

The Engineering Technician II performs standardized or prescribed assignments involving a sequence of related operations, follows standard work methods on recurring assignments but receives explicit instructions on unfamiliar assignments. Technical adequacy of routine

work is reviewed on completion; non-routine work may be reviewed in progress. This technician performs at this level, one or a combination of such typical duties as:

- a. Following specific instructions, assembles or constructs simple or standard equipment or parts, servicing or repairing simple instruments or equipment.
- b. Conducting a variety of tests using established methods, preparing test specimens, adjusting and operating equipment, recording test data, and pointing out deviations resulting from equipment malfunction or observational errors.
- c. Extracting engineering data from various prescribed but non-standardized sources, processing the data following well-defined methods including elementary algebra and geometry, and presenting the data in prescribed form.

Engineering Technician II requires a high school diploma or high school equivalent plus two years of relevant experience.

30083 ENGINEERING TECHNICIAN III

The Engineering Technician III performs assignments that are not completely standardized or prescribed, selects or adapts standard procedures or equipment, using fully applicable precedents, receives initial instructions, equipment requirements, and advice from supervisor or engineer as needed, performs recurring work independently. Work is reviewed for technical adequacy or conformity with instructions. This technician performs at this level one or a combination of such typical duties as:

- a. Constructing components, subunits, or simple models or adapts standard equipment; may troubleshoot and correct malfunctions.
- b. Following specific layout and scientific diagrams to construct and package simple devices and subunits of equipment.
- c. Conducting various tests or experiments which may require minor modifications in test setups or procedures as well as subjective judgments in measurement, selecting, preparing, and operating standard test equipment and recording test data.
- d. Extracting and compiling a variety of engineering data from field notes, manuals, lab reports, etc., processing data, identifying errors or inconsistencies, selecting methods of data presentation.
- e. Assisting in design modification by compiling data related to design, specifications, and materials that are pertinent to specific items of equipment or component parts; developing information concerning previous operational failures and modifications and using judgment and initiative to recognize inconsistencies or gaps in data and seek sources to clarify information.

Engineering Technician III requires a high school diploma or high school equivalent plus four years of relevant experience.

30084 ENGINEERING TECHNICIAN IV

The Engineering Technician IV performs non-routine assignments of substantial variety and complexity, using operational precedents that are not fully applicable, such assignments that are typically parts of broader assignments, are screened to eliminate unusual design problems. This incumbent may plan such assignments. This technician receives technical advice from a supervisor or engineer. Work is reviewed for technical adequacy (or conformity with instructions). This position may be assisted by lower-level technicians and

have frequent contact with professionals and others within the establishment, and performs one or a combination of such typical duties as:

- a. Developing or reviewing designs by extracting and analyzing a variety of engineering data, applying conventional engineering practices to develop, prepare, or recommend schematics, designs, specifications, electrical drawings and parts lists. (Examples of designs include detailed circuit diagrams; hardware fittings or test equipment involving a variety of mechanisms; conventional piping systems; and building site layouts).
- b. Conducting tests or experiments requiring selection and adaptation or modification of a wide variety of critical test equipment and test procedures, preparing and operating equipment, recording data, measuring and recording problems of significant complexity that sometimes require resolution at a higher level, and analyzes data and prepares test reports.
- c. Applying methods outlined by others to limited segments of research and development projects, constructing experimental or prototype models to meet engineering requirements; conducts tests or experiments and redesigns as necessary and recording and evaluating data and reports findings.

Engineering Technician IV requires a high school diploma or high school equivalent plus six years of relevant experience.

30085 ENGINEERING TECHNICIAN V

This technician performs non-routine and complex assignments involving responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more diverse project, selects and adapts plans, techniques, designs, or layouts, contacts personnel in related activities to resolve problems and coordinate the work, reviews, analyzes, and integrates the technical work of others. Supervisor or professional engineer outlines objectives, requirements, and design approaches. Completed work is reviewed for technical adequacy and satisfaction of requirements. This incumbent may train and be assisted by lower-level technicians, and performs one or a combination of the following:

- a. Designs, develops, and constructs major units, devices, or equipment; conducts tests or experiments; analyzes results and redesigns or modifies equipment to improve performance; and reports results.
- b. From general guidelines and specifications (e.g., size or weight requirements), develops designs for equipment without critical performance requirements that are difficult to satisfy such as engine parts, research instruments, or special purpose circuitry. Analyzes technical data to determine applicability to design problems; selects from several possible design layouts; calculates design data; and prepares layouts, detailed specifications, parts lists, estimates, procedures, etc. May check and analyze drawings or equipment to determine adequacy of drawings and design.
- c. Plans or assists in planning tests to evaluate equipment performance. Determines test requirements, equipment modification, and test procedures; conducts tests using all types of instruments; analyzes and evaluates test results and prepares reports on findings and recommendations.

Engineering Technician V requires a high school diploma or high school equivalent plus eight years of relevant experience.

30086 ENGINEERING TECHNICIAN VI

This technician independently plans and accomplishes complete projects or studies of broad scope and complexity, or serves as an expert in a narrow aspect of a particular field of engineering, e.g., environmental factors affecting electronic engineering. Complexity of assignments typically requires considerable creativity and judgment to devise approaches to accomplish work, resolve design and operational problems, and make decisions in situations where standard engineering methods, procedures, and techniques may not be applicable. Supervisor or professional engineer provides advice on unusual or controversial problems or policy matters. Completed work is reviewed for compliance with overall project objectives. This worker may supervise or train and be assisted by lower-level technicians, and performs, one or a combination of the following:

- a. Prepares designs and specifications for various complex equipment or systems (e.g., a heating system in an office building, or new electronic components such as solid-state devices for instrumentation equipment).
- b. Plans approach to solve design problems; conceives and recommends new design techniques; resolves design problems with contract personnel, and assures compatibility of design with other parts of the system.
- c. Designs and coordinates test set-ups and experiments to prove or disprove the feasibility of preliminary design; uses untried and untested measurement techniques; and improves the performance of the equipment. May advise equipment users on redesign to solve unique operational deficiencies.
- d. Plans approach and conducts various experiments to develop equipment or systems characterized by (a) difficult performance requirements because of conflicting attributes such as versatility, size, and ease of operation; or (b) unusual combination of techniques or components. Arranges for fabrication of pilot models and determines test procedures and design of special test equipment.

Engineering Technician VI requires a high school diploma or high school equivalent plus ten years of relevant experience.

ACCOUNTANT I

Prepares balance sheets, profit and loss statements, and other financial reports. Responsibilities also include analyzing trends, costs, revenues, financial commitments, and obligations incurred to predict future revenues and expenses. Reports organization's finances to management, and offers suggestions about resource utilization, tax strategies, and assumptions underlying budget forecasts. May require a bachelor's degree in area of specialty and 0-2 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager. Accountant I requires a bachelor's degree or four years of combined education and relevant experience.

ACCOUNTANT II

Prepares balance sheets, profit and loss statements, and other financial reports. Responsibilities also include analyzing trends, costs, revenues, financial commitments, and obligations incurred to predict future revenues and expenses. Reports organization's finances to management, and offers suggestions about resource utilization, tax strategies, and assumptions underlying budget forecasts. May require a bachelor's degree in area of specialty and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager. Accountant II requires a bachelor's degree plus two years of relevant experience or six years of combined education and experience.

ACCOUNTANT III

Prepares balance sheets, profit and loss statements, and other financial reports. Responsibilities also include analyzing trends, costs, revenues, financial commitments, and obligations incurred to predict future revenues and expenses. Reports organization's finances to management, and offers suggestions about resource utilization, tax strategies, and assumptions underlying budget forecasts. Requires a bachelor's degree in area of specialty, and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department. Accountant III requires a bachelor's degree plus four years of relevant experience or eight years of combined education and experience.

ADMINISTRATIVE OPERATIONS MANAGER I

Solves problems through analysis and evaluation of the facts. Distinguishes issues and circumstances that make each case distinct, then formulates alternative solutions, taking into account the relative benefits and consequences that must be considered. Develops program goals, objectives and organizational plans for the efficient delivery of services. Facilitates local level advisory group. Provides direction to the group in order to improve the delivery of good and services to citizens, customers, and clients. A Bachelor's Degree in any field of study from an accredited college or university and six (6) years of professional level experience with a tactical impact directly related to the purpose of the position defined by the agency at the time of recruitment. Any combination of education from an accredited college or university and/or direct experience in this occupation totaling ten (10) years may substitute for the required education and experience.

ADMINISTRATIVE OPERATIONS MANAGER II

Solves problems through analysis and evaluation of the facts. Distinguishes issues and circumstances that make each case distinct, then formulates alternative solutions, taking into account the relative benefits and consequences that must be considered. Develops program goals, objectives and organizational plans for the efficient delivery of services. Facilitates local level advisory group. Provides direction to the group in order to improve the delivery of good and services to citizens, customers, and clients. A Bachelor's Degree in

any field of study from an accredited college or university and eight (8) years of professional level experience with a tactical impact directly related to the purpose of the position defined by the agency at the time of recruitment. Any combination of education from an accredited college or university and/or direct experience in this occupation totaling twelve (12) years may substitute for the required education and experience.

AUDITOR I

Audits the accounting and financial data of various departments within an organization to ensure accuracy and compliance with government guidelines and laws. Identifies improper accounting or documentation and researches issues and makes recommendations to improve policies or procedures accordingly. May work with outside auditors to help reconcile discrepancies or support the external auditing function. Requires a bachelor's degree in accounting and 0-2 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager. Auditor I requires a bachelor's degree or four years of combined education and relevant experience.

AUDITOR II

Audits the accounting and financial data of various departments within an organization to ensure accuracy and compliance with government guidelines and laws. Identifies improper accounting or documentation and researches issues and makes recommendations to improve policies or procedures accordingly. May work with outside auditors to help reconcile discrepancies or support the external auditing function. Requires a bachelor's degree in accounting and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a supervisor or manager. A certain degree of creativity and latitude is required. Auditor II requires a bachelor's degree plus two years of relevant experience or four years of combined education and relevant experience.

AUDITOR III

Audits the accounting and financial data of various departments within an organization to ensure accuracy and compliance with government guidelines and laws. Identifies improper accounting or documentation and researches issues and makes recommendations to improve policies or procedures accordingly. Works with outside auditors to help reconcile discrepancies or support the external auditing function. Requires a bachelor's degree in accounting and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report to an executive or a manager. A wide degree of creativity and latitude is expected. Auditor III requires a bachelor's degree plus four years of relevant experience or eight years of combined education and relevant experience.

COMMUNITY ENGAGEMENT COORDINATOR

MA in Education, Social Work or a related field preferred, or a BA and a minimum of 6 years of experience in human service or related fields involving support to underserved youth and their families. Will act as a community/school facilitator and mobilizer, intentionally involving community members and school staff in a range of activities that address non-academic barriers to learning, with concentration on extended learning, health and wellness, positive school climate, and socioeconomic disparities. Will also advance full-service community school programmatic and integration goals, assuring that Elev8 component services (extended learning, school-based health care, and family engagement and supports) connect to school goals and other community services/supports. Will support a linkage between the local community issues and national education and health reform efforts. Must be able to read, write & understand English. Must be computer literate. Community Engagement Coordinator Auditor II requires a bachelor's degree plus six years of relevant experience or a master's degree.

COMPLIANCE OFFICER

Examines, evaluates, and investigates eligibility for or conformity with laws and regulations governing contract compliance of licenses and permits, and other compliance and enforcement inspection activities not classified elsewhere. Compliance Officer requires a high school diploma or high school equivalent plus one year of relevant experience.

CONTRACT SPECIALIST I

Aids in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions. Requires a bachelor's degree and 0-2 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under direct supervision; typically reports to a manager.

CONTRACT SPECIALIST II

Aids in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions. Requires a bachelor's degree and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a manager.

CONTRACT SPECIALIST III

Aids in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions. Requires a bachelor's degree and at least 4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complex tasks. Works under general supervision; typically reports to a manager.

DESKTOP PUBLISHER

Desktop publishers use computer software to design page layouts for newspapers, books,

brochures, and other items that are printed or published online. Desktop publishers typically do the following:

- a. Review text, graphics, or other materials created by writers and designers
- b. Edit graphics, such as photographs or illustrations
- c. Import text and graphics into publishing software
- d. Integrate images and text to create cohesive pages
- e. Adjust text properties, such as size, column width, and spacing
- f. Revise layouts and make corrections as necessary
- g. Submit or upload final files for printing or online publishing
- h. Desktop publishers use publishing software to create page layouts for print or electronic publication. They may edit text by correcting its spelling, punctuation, and grammar.

Desktop publishers often work with other design, media, or marketing workers, including writers, editors, and graphic designers. For example, they work with graphic designers to come up with images that complement the text and fit the available space. Desktop Publisher requires a high school diploma or high school equivalent and 0 years of experience.

FINANCIAL ANALYST

Compiles and analyzes financial information for an organization. Develops integrated revenue/expense analyses, projections, reports, and presentations. Creates and analyzes monthly, quarterly, and annual reports and ensures financial information has been recorded accurately. Identifies trends and developments in competitive environments and presents findings to senior management. Performs financial forecasting and reconciliation of internal accounts. Requires a bachelor's degree and 4-7 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others.

GENERALIST

Employees in this classification help organizations effectively use employee skills, provide training and development opportunities to improve those skills, and increase employees' satisfaction with their jobs and working conditions. Generalist I requires a high school diploma or high school equivalent plus two years of relevant experience. Generalist II requires a high school diploma or high school equivalent plus four years of relevant experience, an associate's degree plus two years of relevant experience, or a bachelor's degree.

INVESTIGATION CASE WORKER

The CPS Investigation Case Worker initiates CPS investigations and conducts case management of Child Protective Services investigations cases (family services and legal) consistent with policy and procedures so as to permit the attainment of federal standards and performance based budget measures - assigned investigations per month or a combination of investigations and permanency cases which are of equal weight. The CPS Investigation Case Worker assesses safety of children alleged to be maltreated and ensures that the appropriate safety decision is made, and that services are provided to parents and children to mitigate identified safety threats. Requires a bachelor's degree and two years of relevant experience.

INVESTIGATOR

Investigators perform professional investigative work in the enforcement of state and federal laws, rules and regulations, or the enforcement of state agency promulgated rules and regulations. They gather and documents facts, conduct interviews, examine records and collect evidence for violations of law or agency governing statutes, rules or regulations. Requires a bachelor's degree and two years of relevant experience or six combined years of education and experience.

MARKET RESEARCH ANALYST

Research market conditions in local, regional or national areas to determine potential sales of a product or service. May gather information on competitors, prices, sales and methods of marketing and distribution. May use survey results to create a marketing campaign based on regional preferences and buying habits. Requires a high school diploma or high school equivalent plus one year of relevant experience.

OIL & GAS ROYALTY CONSULTANT

This position will assist in training the Royalty Management Division (RMD) on industry practices related to oil and gas royalty reporting, NM State Land Office (SLO) statutory and regulatory requirements, and SLO internal procedures, computer systems, and databases to assure staff possess the skills necessary to successfully perform their duties. This position will also train on researching and issuing production unit numbers, resolving suspense, and all aspects of the RMD audit program including assisting with conducting external field and desk audits of oil and gas companies that consist of highly complex, technical, and legal issues. This position will support RMD Management in training on SLO business related activity such as revenue forecasts, legislative bill analysis, fiscal budget management, the agency's financial audit, PUN development, unit and communitization revamp, web report development, and RAPs queries.

PROJECT ASSISTANT

The Project Assistant supports a project manager with administrative tasks to ensure the project can proceed according to plan. They often write reports, attend meetings, analyze data, manage resources, create schedules, update and file documentation, and track progress toward milestones. They may also provide direction to project team members or assist them with their duties to meet deadlines. Project Assistant requires a high school diploma or high school equivalency and 0 years of experience.

PROJECT MANAGER

Plan, direct, or coordinate, personnel and activities concerned with the design and construction and maintenance of commercial or industrial structures, facilities, and systems. Participate in the conceptual development of construction projects and oversee their organization, scheduling, budgeting, and implementation; includes managers in specialized construction fields, such as carpentry, plumbing, electrical and structural elements. Requires a bachelor's degree and six years of experience or ten years of combined education and experience.

PROGRAM ANALYST

The Program Analyst's responsibilities include supporting the project manager with overseeing and coordinating projects, contributing to project planning, preparing and maintaining documentation, reviewing contracts and financials, monitoring project activities, and evaluating the overall project. Program Analyst requires a high school diploma or high school equivalency and 0 years of experience.

PROGRAM MANAGER

The program manager coordinates activities between multiple projects to ensure they align with the organization's goals. The exact program manager's duties may vary between companies and by the department. Requires a bachelor's degree and three years of relevant experience.

RESEARCHER

Identify research goals, establish methods, and gather accurate information for research projects. Researcher requires a high school diploma or high school equivalency and 0 years of experience.

SECURITY GUARD

Security guards patrol and inspect property to protect against fire, theft, vandalism, terrorism, and illegal activity. They protect their employer's property, enforce laws on the property, deter criminal activity, and other problems. These workers may be armed. They use various forms of telecommunications to call for assistance from police, fire, or emergency medical services. Security guards write comprehensive reports outlining their observations and activities during their assigned shift. They also may interview witnesses or victims, prepare case reports, and testify in court.

In contrast, guards assigned to mobile patrol drive or walk from one location to another and conduct security checks within an assigned area. They may detain or arrest criminal violators, answer service calls concerning criminal activity or other safety concerns, and issue traffic violation warnings. Guards maintain order and protect the institution's customers, staff, and property. Security officers protect information, products, computer codes, and defense secrets, and check the credentials of people and vehicles entering and leaving the premises.

All security officers must show good judgment and common sense, follow directions, testify accurately in court, and follow company policy and guidelines. In an emergency, they must be able to take charge and direct others to safety. Security Guard I requires a high school diploma or high school equivalent and 0 years of experience. Security Guard II requires a high school diploma or high school equivalent plus one year of relevant experience.

SENIOR CASE MANAGER

BA or BS in sociology, psychology or related field of study. Minimum of two years of experience, one of these years must have been in a supervisory capacity. Will work with public, private youth and human services agencies. Provide crisis intervention services to clients when necessary. Must be able to read, write & understand English.

CAPITAL FUND ADMINSTRATOR

Track appropriations, funding agreements, notices of obligation, grant balance, reimbursements, grant balance and related documents; Support department and division staff in drafting, editing, submitting, and presenting packets for Governing Body approval and execution of funding agreements; Maintain complete and organized electronic files related to all grant actions; Assist department in fiscal year-end capital budget reconciliation, capital carry-forward budgeting, and capitalization of assets; Facilitate City project managers to submit progress reports as required by granting authorities; Facilitate City project managers to post and maintain up-to-date project status on public works capital projects public dashboard; Coordinate with funding agency for administration of the legislative appropriation grants; Coordinate with fiscal agent; Assist with the City's annual Infrastructure Capital Improvement Plan submittal to the State of New Mexico. Requires a bachelor's degree and one year of relevant experience.

ENGINEERING TECHNICIAN SUPERVISOR II

Accountable for planning, organizing, and allocating resources and reviewing assigned engineering technician assignments. The primary focus of positions at this level is supervision of engineering technical supervisory staff. Requires eight years of relevant experience.

ENGINEERING TECHNICIAN SUPERVISOR III

Accountable for planning, organizing, budgeting, allocating resources and reviewing assigned engineering technician resource's functions and staff. The primary focus of positions at this level is the supervision of engineering technical supervisors and other engineering technical staff. Requires ten years of relevant experience.

ENGINEER GRADUATE

This position is an entry-level engineering position accountable for verification of accuracy and completion of submissions based on prescribed templates. The person in this position receives close supervision from a Licensed Professional Engineer. Engineer Graduate requires a bachelor's degree and 0 years of experience.

MANAGEMENT ANALYST I

Employees in this Role receive on the-job training in agency operating practices, functions, and procedures, in conducting organizational studies and evaluations, in designing systems procedures and measurement studies, and in preparing operations and procedures manuals that assist management in operating programs and/or data collection systems more efficiently and effectively; employees perform standardized work procedures that support the development of the above documents and reports. Management Analyst I requires high school or high school equivalent plus two years of relevant experience.

MANAGEMENT ANALYST II

Employees in this Role assist in management studies and carry out well-defined projects involving relatively independent work processes; employees conduct studies in the following areas of management: organizational structure and design, methods and procedures development, management surveys or other research, forms development and control, work flow and/or manpower management, report management, record management, contract management and communication analysis and design; employees conduct surveys, interviews, and compile databases, prepare analysis files, research/review pertinent regulations, laws, manuals and procedures, and prepare analytical reports. Management Analyst II requires an associate's degree plus two years of relevant experience or four years combined education and experience.

MANAGEMENT ANALYST III

Employees in this Role apply advanced research and/or management analysis to complex problems, acting as team leaders for special projects and providing coordination with computer systems personnel; employees apply advanced program analyses, oversight, and planning and consultation services to/for Local Governments; employees deal with complex interrelated management problems and may serve as consultants on local, district, state, regional, or federal comprehensive planning programs; employees perform independently, have special expertise in a field and may be involved in the training of others. Management Analyst III requires a bachelor's degree plus two years of relevant experience or six years combined education and experience.

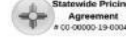
SCIENTIST ESAA

Employee will review applications, preliminary and final plans, and specifications for proposed plants, facilities, and/or equipment to determine completeness, technical feasibility, engineering accuracy, and compliance. Employee will conduct supplementary investigations, research and surveys as needed; announce and conduct public hearings; issue permits and approvals and notify concerned public of the action; participate in inspections, cost estimates, progress reports, and design change orders; perform tests and audits test results to determine conformity; and compile findings and technical data for reports and projections. This role requires a bachelor's degree plus four years of relevant experience.

PROGRAM COORDINATOR I

Plan, develop and implement effective program procedures for efficient, targeted, and measurable services and outcomes. Direct logistical activities to promote the success of programs. Prepares grants and grant proposals, RFPs, and/or other funding-related requests related to program(s), implement and monitor programming to meet desired outcomes, monitor program activities in relation to established program goals and report on progress, correct deficiencies, updates operating manuals and policies, provide information, guidance and technical support to program participants, the public, and partner organizations, use statistical and database management programs to analyze data and prepare summary narrative reports, graphs, tables, charts and illustrations,

monitor trends using collected data and determine if further study/assessment is indicated, develop training/educational material, brochures and related program marketing and informational material for varied audiences, organize and establish regular meetings with designated groups to foster positive relationships and promote program success, recommend policy and procedure changes to improve program outcomes. Program Coordinator requires a bachelor's degree plus three years of relevant experience.



Offer to: **Carla Monroe**
Public Utilities Program Manager- Consultant
City of Santa Fe Public Utilities
801 West San Mateo
Santa Fe, NM 87505
Phone: 505-504-8240
Email: cdmonroe@santafenm.gov

Position Title	Location	Dates of Service	Hourly Rate	Weeks	Weekly Units	Unit totals	Max Bill Rate	Subtotals	GRT Rate	GRT	Total Budget
SENIOR QA TESTER	SF	2/23/2026 - 8/30/2026	\$45.00	6	20	120	\$65.25	\$7,830.00	8.1875%	\$ 641.08	\$8,471.08
SENIOR QA TESTER	SF	2/23/2026 - 8/30/2026	\$45.00	6	40	240	\$65.25	\$15,660.00	8.1875%	\$ 1,282.16	\$16,942.16
SENIOR QA TESTER	SF	2/23/2026 - 8/30/2026	\$40.00	6	40	240	\$58.00	\$13,920.00	8.1875%	\$ 1,139.70	\$15,059.70
QA TESTER	SF	2/23/2026 - 8/30/2026	\$35.00	6	40	240	\$50.75	\$12,180.00	8.1875%	\$ 997.24	\$13,177.24
QA TESTER	SF	2/23/2026 - 8/30/2026	\$30.00	6	20	120	\$43.50	\$5,220.00	8.1875%	\$ 427.39	\$5,647.39
											\$59,297.57

Statewide Price Agreement
 Price Agreement Number: 40-00000-23-00027
 Title: Temporary Administrative and Professional Staffing (GS-02F-006CA)
 Term: December 9, 2024 - December 8, 2029

Lola Priest

Signature

Tuesday, February 10, 2026

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/25/2025

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 Barrow Group 110 E. Crogan Street Lawrenceville GA 30046	CONTRACT Molly Stearns NAME: PHONE (800) 874-4798 (A/C, No, Ext): FAX (A/C, No): EMAIL: mstearns@barrowgroup.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED ItsQuest Inc. 4505 82nd Street Suite 3 Lubbock TX 79424	INSURER A : Philadelphia Indemnity Insurance Co NAIC # 18058	
	INSURER B : QBE Insurance Corporation NAIC # 39217	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2025 w/ WC **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> JEC1 <input type="checkbox"/> LOC OTHER:			PHPK2659377-003	02/27/2025	02/27/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Abuse & Molestation \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2659377-003	02/27/2025	02/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB901911-003	02/27/2025	02/27/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			202000784	09/01/2025	09/01/2026	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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


A Employment Practices Liability PHPK2659377-003 02/27/2025 02/27/2026 \$1,000,000/\$1,000,000
 A Professional Liability PHPK2659377-003 02/27/2025 02/27/2026 \$1,000,000/\$2,000,000
 A Crime Bond PHPK2659377-003 02/27/2025 02/27/2026 \$500,000

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe 200 Lincoln Ave. Santa Fe NM 87501	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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Signature: Nancy L. Jimenez
Nancy L. Jimenez (Feb 26, 2026 08:59:27 MST)
Email: nljimenez@santafenm.gov

Signature: 
Email: jdroach@santafenm.gov

Signature: *BRIAN MOYA*
Email: bjmoya@santafenm.gov

The Purchasing Memo

Date: February 19, 2026

To: Chief Brian Moya, Interim City Manager BM
BM

From: Nancy Jimenez, Public Utilities Admin, Billing and Customer Service Div. Dir NLJ
NLJ

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

Subject: Utility Billing System Modernization Project

Vendor Name: ITSQuest, Inc.

Munis Vendor Number: 9036

ITEM AND ISSUE:

Public Utilities Division respectfully requests your review and approval of a Purchase Order in the total amount of \$59,297.57 excluding tax for Utility Billing System Modernization Project with ITSQuest, Inc.

BACKGROUND AND SUMMARY:

The City of Santa Fe Public Utilities Department is advancing the Utility Billing System Modernization Project to replace the legacy platform with CIS Infinity. This initiative strengthens billing accuracy, operational efficiency, system integration, and long-term service reliability for utility customers.

The project is currently in the structured testing phase, focused on validating system functionality, data conversion accuracy, interface performance, and end-to-end workflow execution. Test scripts are being executed across functional areas to confirm that the system performs in accordance with defined business and technical requirements. In scoping the transition to ADVANCED we underestimated the amount of external testing that would be required. We thought we could do more testing internally but the burden on internal testers with their full-time job is too high.

Testing efforts include regression testing, scenario-based validation, data reconciliation, and defect documentation. Identified issues are tracked, prioritized, and resolved in coordination with implementation partners to ensure readiness for downstream phases and production deployment. We think approximately \$241,268.95 will be required for external testing. We are starting with a small cooperative procurement with ITSQuest for testing things with City Manager approval and will follow with a larger cooperative procurement through committees to expand the amount.

To maintain testing momentum and avoid delays, the project requires supplementing city employees with temporary contract testers. This approach increases coverage capacity, supports sustained execution of test scripts, and ensures continuous review cycles without overextending existing staff. Supplemental contractor support enables efficient defect turnaround and helps maintain steady progress during this critical validation period.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: UTILITY / 511

Munis Org Name/Number: PU Admin / 5115501

Munis Object Name/Number: Svc Cntr / 510310

Budget Officer / Designee: Andy Hopkins **Date:** 03/04/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

Statewide Price Agreement 40-00000-203-00027 Temporary Administrative and Professional Staffing (GS-02F-006CA) Term Date December 9, 2024 – December 8, 2029

Chief Procurement Officer (CPO)/Designee: [Signature] **Date:** 03/05/2026

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: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Department Contract Administrator Contact Info: [Amanda Britt / apbritt@santafenm.gov / x4355](mailto:apbritt@santafenm.gov)

ATTACHMENTS:

Procurement document: Statewide Price Agreement

Vendor's Quote

Certificate of Liability Insurance



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000051320
ITS Quest, Inc.
4505 82nd Street, Suite 3
Lubbock TX 79424

Contact: Jeff Reagan
Email: jeffreagan@itsquest.com
Telephone No.: (806) 928-7934

Number: 40-00000-23-00027
Amendment No.: One
Term: October 6, 2023-December 8, 2026

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

Procurement Specialist: Mikayla Trujillo
Telephone No.: (505) 469-1092
Email: Mikayla.Trujillo@gsd.nm.gov

MJ

Invoice:
As Requested

Title: Temporary Administrative and Professional Staffing (GS-02F-006CA)

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from December 9, 2024 to December 8, 2026 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Dorothy Mendonca
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 12/3/2024

Certificate Of Completion

Envelope Id: 81D3CB7B399C45C187EB2949AA3295E1	Status: Completed
Subject: Please DocuSign: 40-00000-23-00027 Temporary Administrative and Professional Staffing A001	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Mikayla Trujillo
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	mikayla.trujillo@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: Mikayla Trujillo	Location: DocuSign
12/3/2024 9:53:16 AM	mikayla.trujillo@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: General Services Department	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Vanessa LeBlanc		Sent: 12/3/2024 10:02:39 AM
Vanessa.LeBlanc@gsd.nm.gov		Viewed: 12/3/2024 10:06:54 AM
Bureau Chief		Signed: 12/3/2024 10:07:01 AM
New Mexico General Services	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM
ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Mikayla Trujillo		Sent: 12/3/2024 10:07:02 AM
mikayla.trujillo@gsd.nm.gov		Viewed: 12/3/2024 11:31:17 AM
Procurement Specialist II		Signed: 12/3/2024 11:31:24 AM
GSD/SPD	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dorothy Mendonca		Sent: 12/3/2024 11:31:26 AM
dorothy.mendonca@gsd.nm.gov		Viewed: 12/3/2024 1:08:56 PM
SPD Division Director / State Purchasing Agent		Signed: 12/3/2024 1:09:00 PM
General Services Department	Signature Adoption: Pre-selected Style	
Signing Group: 35000 - State Purchasing Agent	Using IP Address: 164.64.62.10	
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM
ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/3/2024 10:02:39 AM
Certified Delivered	Security Checked	12/3/2024 1:08:56 PM
Signing Complete	Security Checked	12/3/2024 1:09:00 PM
Completed	Security Checked	12/3/2024 1:09:00 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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

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

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

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



State of New Mexico
General Services Department
Statewide Price Agreement

Awarded Vendor:
0000051320
ITS Quest, Inc.
4505 82nd Street, Suite 3
Lubbock TX 79424

Email: jeffreagan@itsquest.com
Telephone No.: [\(806\) 928-7934](tel:(806)928-7934)

Price Agreement Number: **40-00000-23-00027**

Payment Terms: **See Contract**

F.O.B.: **Destination**

Delivery: **N/A**

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

Procurement Specialist: **Yuliasuti Wulandari**

Telephone No.: **(505) 469-2248**

Email: **Yuliasuti.Wulandari@gsd.nm.gov**

Invoice:
As requested at time of order

Title: **Temporary Administrative and Professional Staffing (GS-02F-006CA)**

Term: **October 6, 2023 - December 8, 2024**

This Price Agreement is made subject to the “terms and conditions” shown on subsequent pages, and as indicated in this Price Agreement.

Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this Statewide Price Agreement for professional services over \$5,000 must process the professional services agreement template and accompanying documents through GSD’s Contracts Review Bureau.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 10/6/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-23-00027

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's quote, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this contract or procurement are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Inspection:**
 - a. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with the terms and conditions of the agreement shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
 - b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.
6. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
7. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT to the State Purchasing Agent.
8. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-23-00027

Page-3

provided by law or under this order.

9. **Non-Collusion:** In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

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

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

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

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

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

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

16. **Records and Audit:** The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. **Subcontracts:** The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

New Mexico Employees Health Coverage

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

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

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

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

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of the location of Vendor's office or offices; and

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-23-00027

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- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed herein. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

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

Article III – Conformance With Terms and Conditions

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

Article IV – Shipping and Billing Instructions

Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

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

Article VI – Amendment

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

Article VII – Indemnity Clause

Vendor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendor's, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-23-00027

immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto).

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

Article XI -- Applicable Law

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

Article XII – Supremacy Clause

In the event of any conflict between the terms and conditions of this present agreement and the terms and conditions of any agreement made subsequent and related to this agreement or made pursuant to this agreement, including but not limited to any work orders, service agreements, orders, etc., this present agreement's terms and conditions shall govern.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-23-00027

Page-6

Establish a Statewide Price Agreement based on GSA Contract # **GS-02F-006CA** for **Temporary Administrative and Professional Staffing**.

This Statewide Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list. State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to SPD for all sales and/or services, other revenues including commissions, and fees charged under this GSA, subtotaled by procuring agency name, in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@gsd.nm.gov

The quarterly report shall include the gross total sales for the quarter; zero sales during the quarter shall be reported, and partial quarters at the beginning or end of the contract term shall also be reported. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales and other revenues derived from the New Mexico state agencies and local public bodies for the period. The Vendor shall indicate the contract number **SWPA #40-00000-23-00027 on the remittance**.

Send payment of fees through U.S. Mail or Courier Delivery:

New Mexico State Purchasing Division
P.O. Box 6850
Santa Fe, New Mexico 87502

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
1	1	Ea.	Temporary Administrative and Professional Staffing	See GSA Price list

*** 1 Item Awarded***

Certificate Of Completion

Envelope Id: 999541D9A8F04B5B8B30AAFF168EBA0	Status: Completed
Subject: 40-00000-23-00027 Temporary Administrative Staffing 1224.docx	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Natalie Martinez
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Natalie.Martinez1@gsd.nm.gov
	IP Address: 172.59.0.18

Record Tracking

Status: Original	Holder: Natalie Martinez	Location: DocuSign
10/5/2023 6:21:45 PM	Natalie.Martinez1@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signature	Timestamp
Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Security Level: Email, Account Authentication (None)	Sent: 10/5/2023 6:24:23 PM Viewed: 10/5/2023 6:24:33 PM Signed: 10/5/2023 6:24:42 PM
Signature Adoption: Pre-selected Style Using IP Address: 172.59.0.18	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Security Level: Email, Account Authentication (None)	<i>Dorothy Mendonca</i> Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 10/5/2023 6:24:44 PM Viewed: 10/6/2023 9:33:54 AM Signed: 10/6/2023 9:34:05 AM
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Electronic Record and Signature Disclosure:
Accepted: 4/14/2023 7:24:59 AM
ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/5/2023 6:24:23 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	10/6/2023 9:33:54 AM
Signing Complete	Security Checked	10/6/2023 9:34:05 AM
Completed	Security Checked	10/6/2023 9:34:05 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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

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

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

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

**General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List**

**Multiple Award Schedule Consolidation A907, Refresh 30
Contract Number 47QRAA15D0002**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu-driven database system. The internet address for GSA Advantage! is <http://www.gsaadvantage.gov>.

Contract Number: 47QRAA15D0002

Contract period: December 9th, 2014 through December 8th, 2029

Contractor: ITSQuest, Inc.
4505 82nd St., Ste. 3
Lubbock, TX, 79424
(806) 785-9100
(806) 785-1912 (fax)
www.itsquest.com

Contact: Mr. Jeff Reagan
4505 82nd St., Ste. 3
Lubbock, TX, 79424
(806) 785-9100
(806) 785-1912 (fax)
jeffreagan@itsquest.com

Business Size: Small Disadvantaged Woman Owned Business

Customer Information:

1a. Table of awarded Special Item Numbers

SIN	Description
561320	Temporary Staffing

1b. Lowest priced model number and lowest unit price for each SIN: N/

A

1c. HOURLY RATES AND DESCRIPTION OF ALL CORRESPONDING COMMERCIAL JOB TITLES, EXPERIENCE, FUNCTIONAL RESPONSIBILITY AND EDUCATION: All hourly rates shown are firm fixed price. See the following price list for hourly rates by location and labor category. See the Job Descriptions provided after the pricing information.

2. Maximum order: \$100,000.00 (as a negotiation breakpoint only, sales unlimited)

3. Minimum order: \$100.00

4. Geographic coverage (delivery area): The preponderance of work location has been identified as: Bernalillo County, NM, Wage Determination No. 2015-5443, **Revision 19, dated 12/27/2022.**

5. Points of production: N/A

6. Discount from list prices or statement of net price:
Government Net Prices (discounts already deducted). All prices include the required 0.75% GSA FSS Industrial Funding Fee which is paid to GSA quarterly based on sales activity.

7. Quantity discounts: 1% discount on orders >\$100,000.00.

8. Prompt payment terms: 1% Net 10 days; Net 30

9a. Government purchase cards are accepted at or below the micro-purchase threshold:
Accepted

9b. Government purchase cards are accepted at or above the micro-purchase threshold:
Accepted

10. Foreign Items: N/A

11a. Time of delivery: N/A

11b. Expedited delivery: N/A

- 11c. Overnight and 2-day delivery: N/A
- 11d. Urgent requirements: Agencies can contact Jeff Reagan at (806) 785-9100 to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 12. FOB point(s): N/A
- 13. Ordering addresses: Mr. Jeff Reagan, 7710 Milwaukee Ave. #300, Lubbock, TX 79424
- 14. Payment address(es): ITSQuest, Inc., 7710 Milwaukee Ave. #300, Lubbock, TX 79424
- 15. Warranty provision: N/A
- 16. Export packing charges: N/A
- 17. Terms and conditions of Government purchase card acceptance (any thresholds above the micropurchase level): N/A
- 18. Terms and conditions of rental, maintenance, and repair: N/A
- 19. Terms and conditions of installation: N/A
- 20. Terms and conditions of repair parts: N/A
- 20a. Terms and conditions for any other services: N/A
- 21. List of service and distribution points: N/A
- 22. List of participating dealers: N/A
- 23. Preventive maintenance: N/A
- 24a. Special attributes such as environmental attributes: N/A
- 24b. Section 508 compliance information for EIT: N/A
- 25. Data Universal Number System (DUNS) number: 126538649
- 26. Notification regarding registration in System for Award Management (SAM) database: Contractor has an Active Registration in the CCR database.

Quantity/Volume Discount:	1% discount on orders exceeding the maximum dollar threshold
Locations Offered:	Any location listed in SCA Wage Index Matrix
Preponderance of Work Location:	Bernalillo, NM
Minimum Order:	\$100
Maximum Order:	\$100,000 (as a negotiation breakpoint only), sales unlimited
F.O.B. Shipping Terms:	Per task order
Delivery Time:	Not applicable
Prompt Payment:	1% Net 10 days, Net 30
Warranty:	None
Other Concessions:	1% Net 10

Multiple Award Schedule Consolidation A907, Refresh 30

CONTRACTOR:	ITSQuest, Inc.
CONTRACT NUMBER:	47QRAA15D0002
CONTRACT PERIOD:	December 9th, 2014 through December 8th, 2029
CONTACT:	Mr. Jeff Reagan 4505 82nd St., Ste. 3 Lubbock, TX 79424 (806) 785-9100 jeffreagan@itsquest.com

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Administrative, Management, and Clerical Occupations	
Accounting Clerk I	\$26.31
Accounting Clerk II	\$28.96
Accounting Clerk III	\$31.82
Administrative Assistant	\$43.80
Court Reporter	\$41.11
Data Entry Operator I	\$23.13
Data Entry Operator II	\$24.80
Dispatcher, Motor Vehicle	\$28.85
Document Preparation Clerk	\$27.43
Duplicating Machine Operator	\$27.43
General Clerk I	\$22.40
General Clerk II	\$24.00
General Clerk III	\$26.36
Housing Referral Assistant	\$31.89
Messenger/Courier*	\$25.23
Order Clerk I	\$25.90
Order Clerk II	\$27.84
Personnel Assistant I	\$28.00
Personnel Assistant II	\$30.77
Personnel Assistant III	\$33.74
Production Control Clerk	\$41.21
Scheduler, Maintenance	\$26.53
Secretary I	\$26.53
Secretary II	\$29.10
Secretary III	\$31.89
Service Order Dispatcher	\$26.28
Supply Technician	\$43.80
Receptionist	\$24.80
Travel Clerk I	\$25.77
Travel Clerk II	\$27.44
Travel Clerk III	\$28.88
Word Processor I	\$25.49
Word Processor II	\$28.03
Word Processor III	\$30.79
Automatic Data Processing and IT Occupations	
Computer Operator I	\$27.95

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Computer Operator II	\$30.71
Computer Operator III	\$33.68
Computer Operator IV	\$36.89
Computer Operator V	\$40.48
Computer Programmer I**	\$40.93
Computer Programmer II**	TBD
Computer Programmer III**	TBD
Computer Programmer IV**	TBD
Computer Systems Analyst I**	TBD
Computer Systems Analyst II**	TBD
Computer Systems Analyst III**	TBD
Peripheral Equipment Operator	\$27.95
Personal Computer Support Technician	\$36.89
General, Trade, Facility Services, and Support Occupations	
Mobile Equipment Servicer	\$24.81
Cleaner, Vehicles*	\$22.04
Gardener	\$32.97
Janitor*	\$21.35
Laborer, Grounds Maintenance	\$24.33
Roadside Litter Crew	\$35.00
Maid or Houseman*	\$19.75
Tractor Operator	\$30.06
Trail Maintenance Worker	\$24.33
Forklift Operator	\$33.85
Material Coordinator	\$41.61
Material Expediter	\$41.61
Material Handling Laborer	\$23.76
Order Filler	\$24.49
Production Line Worker (Food Processing)	\$33.85
Shipping Packer	\$26.67
Shipping Receiving Clerk	\$26.67
Store Worker I*	\$18.74
Stock Clerk	\$27.33
Tools and Parts Attendant	\$33.85
Warehouse Specialist	\$33.85
Fabric Worker	\$32.22
General Maintenance Worker	\$28.84

561320 Temporary Staffing Includes temporary administrative and professional	
Job Category	GSA Bill Rate
Ground Support Equipment Mechanic	\$47.90
Ground Support Equipment Servicer	\$38.47
Ground Support Equipment Worker	\$41.61
Heating, Ventilation, and Air-Conditioning Mechanic	\$38.87
Instrument Mechanic	\$52.86
Laborer	\$23.76
Locksmith	\$34.54
Baggage Inspector	\$22.86
Corrections Officer	\$30.69
Court Security Officer	\$31.51
Detention Officer	\$30.69
Guard I	\$22.86
Guard II	\$24.99
Driver Courier	\$25.07
Information & Arts, Education & Training, and Miscellaneous Occupations	
Baker	\$22.36
Cook I*	\$22.36
Cook II	\$25.97
Dishwasher*	\$20.49
Food Service Worker*	\$20.29
Waiter/Waitress*	\$18.18
Exhibits Specialist I	\$33.40
Exhibits Specialist II	\$40.20
Exhibits Specialist III	\$48.13
Library Technician	\$28.93
Media Specialist I	\$27.37
Media Specialist II	\$30.13
Media Specialist III	\$32.91
Photographer I	\$28.21
Photographer II	\$30.79
Photographer III	\$36.78
Photographer IV	\$40.61
Photographer V	\$48.11
Video Teleconference Technician	\$32.17
Cashier*	\$19.87
Desk Clerk*	\$20.76

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Sales Clerk	\$22.47
Technical, Scientific, Legal, Medical, Protective, and Professional Occupations	
Accountant I	\$35.68
Accountant II	\$42.10
Accountant III	\$46.02
Administrative Operations Manager I	\$38.35
Administrative Operations Manager II	\$42.90
Auditor I	\$39.96
Auditor II	\$47.10
Auditor III	\$55.30
Community Engagement Coordinator	\$26.54
Compliance Officer	\$46.21
Contract Specialist I	\$34.25
Contract Specialist II	\$41.03
Contract Specialist III	\$49.23
Desktop Publisher	\$32.46
Drafter/CAD Operator I	\$30.30
Drafter/CAD Operator II	\$33.39
Drafter/CAD Operator III	\$36.68
Drafter/CAD Operator IV	\$42.78
Engineering Technician I	\$27.06
Engineering Technician II	\$29.77
Engineering Technician III	\$32.73
Engineering Technician IV	\$39.41
Engineering Technician V	\$47.13
Engineering Technician VI	\$56.01
Financial Analyst	\$54.22
Generalist I	\$38.99
Generalist II	\$42.29
Investigation Case Worker	\$49.44
Investigator	\$46.21
Market Research Analyst	\$54.00
Oil & Gas Royalty Consultant	\$85.00
Program Analyst	\$57.50
Program Manager	\$56.47
Project Assistant	\$42.46

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Project Manager	\$63.10
Researcher	\$38.95
Security Guard I (Unarmed)	\$34.99
Security Guard II (Unarmed)	\$48.25
Senior Case Manager	\$21.99
Capital Fund Administrator	\$59.60
Engineering Technician Supervisor II	\$68.86
Engineering Supervisor III	\$81.85
Engineer Graduate	\$59.63
Management Analyst I	\$49.05
Management Analyst II	\$52.62
Management Analyst III	\$60.47
Scientist ESAA	\$90.08
Program Coordinator I	\$97.58

* On September 16, 2015, the Department of Labor published a Notice in the Federal Register to announce that, beginning January 1, 2016, the Executive Order 13658 minimum wage rate is increased to \$10.15 per hour. This Executive Order minimum wage rate generally must be paid to workers performing work on or in connection with covered contracts. Additionally, beginning January 1, 2016, tipped employees performing work on or in connection with covered contracts generally must be paid a minimum cash wage of \$5.85 per hour. Questions relating to the Executive Order and/or these wage rates may be directed to the Government Contracts Division at (202) 693-0064.

**Computer Employees: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- 1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications;
- 2) The design, development, documentation, analysis, creation, testing, or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- 3) The design, documentation, testing, creation, or modification of computer programs related to machine operating systems; or
- 4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

LABOR CATEGORY DESCRIPTIONS

01000 ADMINISTRATIVE SUPPORT AND CLERICAL OCCUPATIONS

01010 ACCOUNTING CLERK (Occupational Base)

The Accounting Clerk performs one or more accounting tasks such as; posting to registers and ledgers; balancing and reconciling accounts; verifying the internal consistency, completeness, and mathematical accuracy of accounting documents. In addition, tasks include; assigning prescribed accounting distribution codes; examining and verifying the clerical accuracy of various types of reports, lists, calculations, and postings.

This position is responsible for preparing journal vouchers; making entries of adjustments to accounts; and working with spreadsheets. Level I requires a basic knowledge of routine clerical methods, office practices and procedures as they relate to the clerical processing and recording of transactions. Levels II and III require a knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system, or a segment of an accounting system where there are few variations in the types of transactions handled. In addition, most jobs at each level will require a basic knowledge and understanding of the terminology, codes, and processes used in an automated accounting system.

01011 ACCOUNTING CLERK I

This position is responsible for performing one or more routine accounting clerical operations such as: examining, verifying, and correcting various accounting documents to ensure completeness and accuracy of data in accordance to accounting procedures. Specific tasks/duties are assigned under adequate supervision. Entry-level reconciliation and posting will be assigned under detailed guidance. In most instances, an employee in this position will rely on the supervisors' instructions. Completed work will be reviewed for accuracy and compliance with procedures. Accounting Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01012 ACCOUNTING CLERK II

This position uses knowledge of double entry bookkeeping in performing one or more of the following: posting actions to journals, identifying subsidiary accounts affected, making debit and credit entries, and assigning proper codes. The Accounting Clerk II may review computer printouts against manually maintained journals, detect and correct erroneous postings, and prepare documents to adjust accounting classifications and other data, or review lists of transactions rejected by an automated system. In this instance, the Accounting Clerk II will determine reasons for rejections, and prepare necessary correcting material. On routine assignments, an employee will select and apply established procedures and techniques. Detailed instructions are provided for difficult or unusual assignments. Completed work and methods used, are reviewed for technical accuracy. Accounting Clerk II requires a high school diploma or high school equivalent plus one year of related experience.

01013 ACCOUNTING CLERK III

Accounting Clerk III maintains journals or subsidiary ledgers of an accounting system and balances and reconciles accounts. Typical duties include one or both of the following: 1.) reviewing invoices and statements verifying information, ensuring sufficient funds have been obligated, and if questionable, resolving with the submitting unit determining accounts involved. The review will include coding transactions, and processing material through data processing for application in the accounting system; 2.) analysis and reconciliation of computer printouts with operating unit reports (contacting units, researching causes of discrepancies, and taking action to ensure that accounts balance). Supervisor provides suggestions for handling unusual or non- recurring transactions. Conformance with requirements and technical soundness of completed work are reviewed by the supervisor or are controlled by mechanisms built into the accounting processes. Accounting Clerk III requires a high school diploma or high school equivalent plus two years of related experience.

01020 ADMINISTRATIVE ASSISTANT

In addition to secretarial duties (filing, taking phone calls, scheduling appointments, making travel arrangements), this position will provide administrative support to executive staff with office management responsibilities to include budgeting, personnel records and payroll. The Administrative Assistant may be required to work independently on projects requiring research and preparation of briefing charts and other presentation materials. Administrative Assistant requires a high school diploma or high school equivalent and 0 years of experience.

01040 COURT REPORTER

This position records examination, testimony, judicial opinions, judge's charge to jury, judgment or sentence of court, or other proceedings in a court of law by manual or machine shorthand. The Court Reporter reads portions of transcript during trial at the judge's request and asks speakers to clarify inaudible statements. The Court Reporter transcribes recorded material using a typewriter or dictates material into a recording machine. Court Reporter requires a high school diploma or high school equivalent and 0 years of experience.

01050 DATA ENTRY OPERATOR (Occupational Base)

This position operates keyboard-controlled data entry devices such as a computer, key-operated magnetic tape, or disc encoder to transcribe data into a format suitable for computer processing. The job requires skill in operating an alphanumeric keyboard, and an understanding of transcribing procedures and relevant data entry equipment. Positions are classified into levels based on the following definitions:

01151 DATA ENTRY OPERATOR I

This position works under close supervision and follows specific procedures or detailed instructions. The Data Entry Operator I works from various standardized source documents that have been coded and require little or no selecting, coding or interpreting of data. Problems such as erroneous items and codes, or missing information are resolved at the supervisory level. Work is routine and repetitive. Data Entry Operator I requires a high school diploma or high school equivalent and 0 years of experience.

01152 DATA ENTRY OPERATOR II

This position requires the application of experience and judgment in selecting procedures to be followed, and searching for interpreting, selecting, or coding items to be entered from a variety of document sources. The Data Entry Operator II may occasionally perform routine work as described for Data Entry Operator I. Data Entry Operator II requires a high school diploma or high school equivalent plus one year of related experience.

Excluded are operators above Level II using the key entry controls to access, read, and evaluate the substance of specific records to take substantive actions, or to make entices requiring asimilar level of knowledge.

01060 DISPATCHER, MOTOR VEHICLE (Motor Vehicle Utilization Assistant)

This position is responsible for the assignment of motor vehicles and drivers for conveyance of freight or passengers, and compiles lists of available vehicles. The assignment of vehicles is determined by factors such as length and purpose of trip, freight or passenger requirements, and preference of user. Additional responsibilities include the issuance of keys, record sheets, and driver credentials. The Dispatcher records time of departure, destination, cargo, expected time of return and investigates overdue vehicles. The Dispatcher may confer with customers to expedite or locate missing, misrouted, delayed or damaged merchandise, maintain record of mileage, fuel used, repairs made, and other expenses. The Dispatcher may establish service or delivery routes, supervise loading and unloading, issue equipment to drivers, (such as hand trucks, dollies, and 4 blankets), direct activities of drivers, assign helpers to drivers, work at vehicle distribution centers, and assign vehicles to customer agencies. Dispatcher requires a high school diploma or high school equivalent and 0 years of experience.

01070 DOCUMENT PREPARATION CLERK (Document Preparer)

This position prepares documents such as brochures, books, periodicals, catalogs, and pamphlets for copying or photocopying. The Document Preparation Clerk cuts documents into individual standardized pages, using a paper cutter or razor knife. Document pages are reproduced as necessary to improve clarity or to adjust the standardized page size according to the limitations of the designated copy machine. The Document Preparation Clerk stamps standard symbols on pages or inserts instruction cards to notify Duplicating Machine Operator of special handling, prepares cover sheets and document folders for material, and index cards for files, and files folder according to index code and copies priority schedule. Document Preparation Clerk requires a high school diploma or high school equivalent and 0 years of experience.

01090 DUPLICATING MACHINE OPERATOR (Photocopy Machine Operator; Reproduction Worker)

This position operates one or more photocopying, photographic, mimeograph and duplicating office machines to make copies of documents such as letters, reports, directives, manuals, articles and bulletins. Additional responsibilities include: operating small binding machines, performing clerical duties associated with the request for printing and photographic services, preparing assembly sheets, printing requisitions with specifications for printing and binding, recording, delivering and collecting work. The

Duplicating Machine Operator performs minor repairs preventive maintenance, and maintains an inventory of supplies and reproduction equipment paying particular attention to important variables indicated by trade name of machine. Duplicating Machine Operator requires a high school diploma or high school equivalent and 0 years of experience.

01110 GENERAL CLERK (Occupational Base)

The General Clerk follows clearly detailed procedures in performing simple repetitive tasks in the same sequence. Responsibilities would include filing pre-coded documents in a chronological file, or operating office equipment, (e.g., mimeograph, photocopy, addressograph or mailing machine).

01111 GENERAL CLERK I

This position follows clearly detailed specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as coding and filing documents in an extensive alphabetical file; could involve simple posting to individual accounts, opening mail, calculating and posting charges to departmental accounts, operating basic office equipment, e.g., photocopier, facsimile, multi-line phone/voicemail systems, mailing machines, and minimal computer programs. Little or no subject-matter knowledge is required, but the clerk uses his or her own judgment in choosing the proper procedure for each task. General Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01112 GENERAL CLERK II

This position requires familiarity with the terminology of the office unit. The General Clerk selects appropriate methods from a wide variety of procedures or makes simple adaptations and interpretations of a limited number of substantive guides and manuals. The clerical steps often vary in type or sequence, depending on the task. Recognized problems are referred to others. General Clerk II requires a high school diploma or high school equivalent plus one year of related experience.

01113 GENERAL CLERK III

This position uses some subject-matter knowledge and judgment to complete assignments consisting of numerous steps varying in nature and sequence. The General Clerk III selects from alternative methods and refers problems not solvable by adapting or interpreting substantive guides, manuals, or procedures. Typical duties include: assisting in a variety of administrative matters; maintaining a wide variety of financial or other records (stored both manually and electronically); verifying statistical reports for accuracy and completeness; compiling information; and handling and adjusting complaints.

The General Clerk III may also direct lower-level clerks. Positions above level IV are excluded. Such positions (which may include supervisory responsibility over lower-level clerks) require workers to use a thorough knowledge of an office's work and routine to: 1) choose among widely varying methods and procedures to process complex transactions; and 2) select or devise steps necessary to complete assignments. Typical jobs covered by this exclusion include administrative assistants, clerical supervisors, and office managers. General Clerk III requires a high school diploma or high school equivalent plus two years of

related experience.

01120 HOUSING REFERRAL ASSISTANT

This position provides housing information to an organization's employees moving to a new location. The Housing Referral Assistant will contact individuals or organizations such as landlords, real estate agents, mobile home dealers, trailer court managers and Chambers of Commerce by phone. May correspond to obtain listings of rental or sale properties, future housing prospects, and to develop a working relationship with the housing referral service. Job tasks include compiling housing lists of rental property and properties for purchase. Periodically the Housing Referral Assistant communicates with contacts to update listings, ensures that property owners comply with the nondiscrimination policy, and counsels applicants regarding special circumstances, e.g. medical or financial hardships, and availability of housing that will meet applicants' needs.

Job tasks include providing information regarding community services, searches files, makes telephone calls and referrals, providing information regarding locations, owners, agents, price ranges, loans and other related information. The Housing Referral Assistant maintains daily records of office activities (including number of applicants, number of applicants placed, and agents solicited or listed), schedules appointments for housing inspectors, prepares reports as required, and replies to complaints, investigations and letters of inquiry. Housing Referral Assistant requires a high school diploma or high school equivalent and 0 years of experience.

01141 MESSENGER COURIER

The Messenger Courier delivers messages, documents, packages and mail to various business concerns or governmental agencies. An employee in this role may perform the following: miscellaneous errands, such as carrying mail within the base and sorting or opening incoming and outgoing mail, obtain receipts for articles delivered and keep a log of items received and delivered, or deliver items to offices and departments within an establishment. The Messenger Courier may use a bicycle, golf cart, or motorcycle to perform these duties. Messenger Courier requires a high school diploma or high school equivalent and 0 years of experience.

(Note: Employees who regularly perform driving duties should be classified as a Driver Courier, which is listed under Transportation.)

01190 ORDER CLERK (Occupational Base)

The Order Clerk receives written or verbal purchase orders. Work typically involves some combination of the following duties: quoting prices, determining availability of ordered items and suggesting substitutes when necessary, advising expected delivery date and method of delivery, recording order and customer information on order sheets. The Order Clerk is responsible for checking order sheets for accuracy and adequacy of information; ascertaining credit rating of customer; furnishing customer with confirmation of receipt of order; order follow up, or informing customer of a delay in delivery. The Order Clerk maintains order files and verifies shipping invoices against original orders.

This position excludes workers paid on a commission basis or whose duties include any of the following: Receiving orders for services rather than for material or merchandise; providing customers with consultative advice using knowledge gained from engineering or extensive technical training; emphasizing selling skills; handling material or merchandise as an integral part of the job.

01191 ORDER CLERK I

This position handles orders involving items that have readily identified uses and applications. The Order Clerk I may refer to a catalog, manufacturer's manual or similar document to ensure that the proper item is supplied or to verify the price of order. Order Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01192 ORDER CLERK II

This position handles orders that involve making judgments such as choosing which specific product or material from the establishment's product lines will satisfy the customer's needs or determining the price to be quoted when pricing involves more than merely referring to a price list or making some simple mathematical calculations. Order Clerk II requires a high school diploma or high school equivalent plus one year of relevant experience.

01260 PERSONNEL ASSISTANT (Occupational Base)

This position performs a variety of general personnel clerical tasks in such areas as employee records, benefits, education, training, employment/staffing, compensation, employee labor relations, and equal employment opportunity/affirmative action. The Personnel Assistant may conduct surveys and update manual and automated personnel records. At the higher levels, assistants perform limited aspects of personnel professionals' work such as interviewing candidates, recommending placements, performing compensation or benefit support activities involving contacts throughout the company, and preparing communications to various third-party benefit vendors. Excluded are workers who primarily compute and process payrolls.

01261 PERSONNEL ASSISTANT I

This position performs a variety of tasks including, but not limited to, clerical and secretarial duties. The work is under general supervision of higher-level personnel in preparation of various human resource tasks throughout compensation, benefits, staffing/employment, EEO procedures and policy administration. The Personnel Assistant I is expected to exercise discretion at all times; limited judgment may be necessary at times. This assistant may be required to operate general office equipment such as: typewriter, personal computer, copier, adding machine, and facsimile. Personnel Assistant I requires a high school diploma or high school equivalent and 0 years of experience.

01262 PERSONNEL ASSISTANT II

This position serves as a clerical expert in independently processing the most complicated types of personnel actions, e.g., temporary employment, rehires, and dismissals. In this position, one may perform tasks beyond routine clerical such as: pre-employment drug screening and new hire orientation, responding to routine questions on policy and procedures, and/or provide reports on employee turnover or time and attendance. This

assistant may be asked to evaluate and consolidate information from various sources under short deadlines, such as internal or external survey information, reporting on company employment statistics (retention, equal opportunity reporting, etc.). The Personnel Assistant II may provide guidance to lower-level Personnel Assistants. This level requires extensive knowledge of various office software packages. Guidance is provided as needed. Completed written work receives close technical review from higher-level personnel office employees. Work may be checked occasionally. Personnel Assistant II requires a high school diploma or high school equivalent plus one year of relevant experience.

01263 PERSONNEL ASSISTANT III

This position performs work in support of human resource professionals that requires a good working knowledge of personnel procedures, guides, and precedents. Job tasks may include interviewing applicants, obtaining references, and recommending placement in a well-defined occupation. At this level, assistants typically have a range of personal contacts within and outside the organization, in addition to handling employee-sensitive material. Therefore, the Assistant must be tactful, discrete, and articulate. This Assistant may be involved in identifying potential issues and grievance procedures, in addition to documenting necessary information to avoid company threat. The Personnel Assistant III may make recommendations to human resource professionals on job classification, wage rates, and employee salaries. The use of computers may be relied on heavily for organizational and reporting purposes. Advanced experience with office software packages may be needed. This Assistant may perform some clerical work in addition to the above duties. Supervisor will review completed work against stated objectives. Personnel Assistant III requires a high school diploma or high school equivalent plus two years of relevant experience.

01270 PRODUCTION CONTROL CLERK

This position compiles and records production data for industrial establishments to compare records and reports on volume of production, consumption of material, quality control, and other aspects of production. May perform any combination of the following duties: compile and record production data from customer orders, work tickets, product specifications, and individual worker production sheets following prescribed recording procedures and using different word processing techniques. This Clerk calculates such factors as types and quantities of items produced, materials used, amount of scrap, frequency of defects, and worker and department production rates, using a computer, calculator, and/or spreadsheets. Additional tasks include: writing production reports based on data compiled, tabulated and computed, following prescribed formats, maintaining files of documents used and prepared, compiling detailed production sheets or work tickets for use by production workers as guides in assembly or manufacture of products. This Clerk prepares written work schedules based on established guidelines and priorities, compiles material inventory records and prepares requisitions for procurement of materials and supplies charts production using chart, graph, or pegboard based on statistics compiled for reference by production and management personnel. This Clerk also sorts and distributes work tickets or material and may compute wages from employee timecards and post wage data on records used for preparation of payroll. Production Control Clerk requires a high school diploma or high school equivalent and 0 years of experience.

01300 SCHEDULER, MAINTENANCE

This position schedules vehicle repairs and lubrication for vehicle-maintenance, schedules vehicles for lubrication or repairs based on date of last lubrication and mileage traveled or urgency of repairs. The Maintenance Scheduler contacts garage to verify availability of facilities, notifies parking garage workers to deliver specified vehicles, and maintains a file of requests for services. Scheduler requires a high school diploma or high school equivalent and 0 years of experience.

01310 SECRETARY* (Occupational Base)

This position provides principal secretarial support in an office, usually to one individual, and, in some cases, to the subordinate staff of that individual. The Secretary maintains a close and highly responsive relationship to the day-to-day activities of the supervisor and staff, works fairly independently receiving a minimum of detailed supervision and guidance, and performs various clerical and secretarial duties requiring knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office. Computers may exist in the environment, requiring working knowledge of certain office software programs.

Classification by Level

Secretary jobs that meet the required characteristics are matched at one of three levels according to two factors: (a) level of the secretary's supervisor within the overall organizational structure, and (b) level of the secretary's responsibility. The table following the explanations of these factors indicates the level of the secretary for each combination of factors.

Level of Secretary's Supervisor (LS)

Secretaries should be matched with one of the three LS levels below that best describes the organization of the secretary's supervisor.

LS-1 Organizational structure is not complex and internal procedures and administrative controls are simple and informal; supervisor directs staff through face-to-face meetings.

LS-2 Organizational structure is complex and is divided into subordinate groups that usually differ from each other as to subject matter, function, etc. Supervisor usually directs staff through intermediate supervisors. Internal procedures and administrative controls are formal. An entire organization (e.g., division, subsidiary, or parent organization) may contain a variety of subordinate groups that meet the LS-2 definition. Therefore, it is not unusual for one LS-2 supervisor to report to another LS-2 supervisor.

The presence of subordinate supervisors does not by itself, mean LS-2 applies. For example, a clerical processing organization divided into several units, each performing very similar work, is placed in LS-1.

In smaller organizations or industries such as retail trades, with relatively few organizational levels, the supervisor may have an impact on the policies and major programs of the entire organization, and may deal with important outside contacts as described in LS-3

LS-3 Organizational structure is divided into two or more subordinate supervisory levels (of which at least one is a managerial level) with several subdivisions at each level. Executive's program(s) are usually interlocked on a direct and continuing basis with other major organizational segments, requiring constant attention to extensive formal coordination, clearances, and procedural controls. Executive typically has: financial decision-making authority for assigned program(s); considerable impact on the entire organization's financial position or image; and responsibility for, or has staff specialists in such areas as, personnel and administration for assigned organization. Executive plays an important role in determining the policies and major programs of the entire organization, and spends considerable time dealing with outside parties actively interested in assigned program(s) and current or controversial issues.

Level of Secretary's Responsibility (LR)

This factor evaluates the nature of the work relationship between the secretary and the supervisor or staff, and the extent to which the secretary is expected to exercise initiative and judgment. Secretaries should be matched at the level best describing their level of responsibility. When a position's duties span more than one LR level, the introductory paragraph at the beginning of each LR level should be used to determine which of the levels best matches the position. (Typically, secretaries performing at the higher levels of responsibility also perform duties described at the lower levels.)

LR-1 Carries out recurring office procedures independently, and selects the guideline or reference that fits the specific case. The supervisor provides specific instructions on new assignments and checks completed work for accuracy. The LR-1 performs varied duties including or comparable to the following:

- a. Respond to routine telephone requests that have standard answers; refer calls and visitors to appropriate staff. Control mail and assure timely staff response, and send form letters;
- b. As instructed, maintain supervisor's calendar, make appointments, and arrange for meeting rooms;
- c. Review materials prepared for supervisor's approval for typographical accuracy and proper format;
- d. Maintain recurring internal reports, such as time and leave records, office equipment listings, correspondence controls, and training plans;
- e. Requisition supplies, printing, maintenance or other services, type, take and transcribe dictation, create and maintain office files.

LR-2 handles differing situations, problems, and deviations in the work of the office

according to the supervisor's general instructions, priorities, duties, policies, and program goals. Supervisor may assist secretary with special assignments. Duties include or are comparable to the following:

- a. Screen telephone calls, visitors, and incoming correspondence; personally respond to requests for information concerning office procedures; determine which requests should be handled by the supervisor, appropriate staff member or other offices, prepare and sign routine non-technical correspondence in own or supervisor's name;
- b. Schedule tentative appointments without prior clearance. Make arrangements for conferences and meetings and assemble established background materials as directed. May attend meetings and record and report on the proceedings;
- c. Review outgoing materials and correspondence for internal consistency and conformance with supervisor's procedures; assure that proper clearances have been obtained, when needed;
- d. Collect information from the files or staff for routine inquiries on office program(s) or periodic reports, and refer non-routine requests to supervisor or staff;
- e. Explain to subordinate staff supervisor's requirements concerning office procedures, coordinate personnel and administrative forms for the office and forwards for processing.

LR-3 uses greater judgment and initiative to determine the approach or action to take in non-routine situations, interprets and adapts guidelines, including unwritten policies, precedents, and practices, which are not always completely applicable to changing situations. Duties include or are comparable to the following:

- a. Based on knowledge of the supervisor's views, compose correspondence on own initiative about administrative matters and general office policies for supervisor's approval;
- b. Anticipate and prepare materials needed by the supervisor for conferences, correspondence, appointments, meetings, telephone calls, etc., and informs supervisor on matters to be considered;
- c. Read publications, regulations, and directives and take action or refer those that are important to the supervisor and staff;
- d. Prepare special or one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, other offices, etc., under general directions;
- e. Advise secretaries in subordinate offices on new procedures; request information needed from the subordinate office(s) for periodic or special conferences, reports, inquiries, etc., and shifts clerical staff to accommodate workload needs.

Excludes secretaries performing any of the following duties:

Acting as office manager for the executive's organization, e.g., determines when new procedures are needed for changing situations and devises and implements alternatives; revising or clarifying procedures to eliminate conflict or duplication; identifying and resolving various problems that affect the orderly flow of work in transactions with parties outside the

organization.

Preparing agenda for conferences; explain discussion topics to participants; drafts introductions and develops background information and prepares outlines for executive or staff member(s) to use in writing speeches.

The LR-3 advises individuals outside the organization on the executive's views on major policies or current issues facing the organization; contacts or responds to contact from high-ranking outside officials (e.g., city or state officials, members of congress, presidents of national unions or large national or international firms, etc.) in unique situations. These officials may be relatively inaccessible, and each contact typically must be handled differently, using judgment and discretion.

CRITERIA FOR MATCHING SECRETARIES BY LEVEL

Secretary I (01311), Secretary II (01312), Secretary III (01313),

Intentionally blank	LR-1	LR-2	LR-3
LS-1	I 01311	II 01312	III 01313
LS-2	I 01311	III 01313	See Note
LS-3	I 01311	See Note	See Note

NOTE: Employees whose duties meet this level of responsibility and supervision may be properly classified under the Administrative Assistant category or the class may need to be confirmed.

Secretary I requires a high school diploma or high school equivalent and 0 years of experience. Secretary II requires a high school diploma or high school equivalent plus one year of relevant experience. Secretary III requires a high school diploma or high school equivalent plus two years of relevant experience.

01320 SERVICE ORDER DISPATCHER

This position receives, records, and distributes work orders to service crews upon customers' requests for service on articles or utilities purchased from wholesale or retail establishment or utility company, records information, such as name, address, article to be repaired, or service to be rendered, prepares work order and distributes to service crew, schedules service calls and dispatches service crew. The Service Order Dispatcher calls or writes the customer to ensure satisfactory performance of service, keeps record of service calls and work orders, may dispatch orders and relay messages and special instructions to mobile crews and other departments using radio or cellular telephone equipment. Service Order Dispatcher requires a high school diploma or high school equivalent and 0 years of experience.

01410 SUPPLY TECHNICIAN

This position performs limited aspects of technical supply management work (e.g., inventory management, storage management, cataloging, and property utilization) related to depot,

local, or other supply activities. Work usually is segregated by commodity area or function, and controlled in terms of difficulty, complexity, or responsibility. Assignments usually relate to stable or standardized segments of technical supply management operations; or to functions or subjects that are narrow in scope or limited in difficulty. The work generally involves individual case problems or supply actions. This work may require consideration of program requirements together with specific variations in or from standardized guidelines. Assignments require:

- (a) a good working knowledge of the governing supply systems, programs, policies, nomenclature, work methods, manuals, or other established guidelines; (b) an understanding of the needs of the organization serviced; and (c) analytical ability to define or recognize the dimension of the problems involved, to collect the necessary data to establish the facts, and take or recommend action based upon application or interpretation of established guidelines.

Supply Technician requires a high school diploma or high school equivalent and 0 years of experience.

01460 RECEPTIONIST

This position greets visitors, determining nature of visits and directing visitors to appropriate persons. Duties may include, but are not limited to, relaying incoming, outgoing, and intra-system calls through a private branch exchange (PBX) system; recording and transmitting messages; keeping records of calls placed; providing information to callers and visitors; hearing and resolving complaints; making appointments; handling incoming and outgoing mail; controlling access to the facility; keeping a log of visitors; and issuing visitor passes. In this position, one may also type and perform other routine clerical work, such as entering data and processing documents, which may occupy the major portion of the worker's time. Receptionist requires a high school diploma or high school equivalent and 0 years of experience.

01530 TRAVEL CLERK (Occupational Base)

This position plans itinerary and schedules travel accommodations for military and civilian personnel with dependents according to travel orders using knowledge of routes, types of carriers, and travel regulations. This Clerk verifies travel orders to ensure costs, availability, and convenience of different types of carriers to select most advantageous route and carrier; notifies personnel of travel dates, baggage, limits and medical and visa requirements, and determines that all clearances have been obtained. The Travel Clerk assists personnel in completing travel forms and other business transactions pertaining to travel, may deliver personnel files and travel orders to persons prior to departure, meet and inform arriving personnel of available facilities and housing and furnish other information, and may arrange for motor transportation for arriving or departing personnel.

01531 TRAVEL CLERK I

Under close supervision or following specific procedures and detailed instructions, The Travel Clerk I arranges travel on one or two modes of transportation. Travel is usually recurrent by the same modes, carriers, routes and same major points of origin and destination, seldom involving special transportation privileges or requiring special

allowances or planning for supplemental transportation facilities. When such services are required, they do not occur in such variety or with such frequency as to create problems of timing or coordination. Travel Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01532 TRAVEL CLERK II

Travel usually involves the use of two or more modes of transportation. Information on carriers, modes and facilities is readily available since most carriers servicing the area maintain local facilities or publish information regularly. Single carriers or connecting carriers have schedules that are easily coordinated using readily obtainable timetables or guides.

Travel is frequently recurrent. A substantial number of problems arise because of rerouting, and there are often side trips requiring changes of transportation. Travel is usually to areas accessible by direct line, or established connecting points and normal modes of transportation. Travel is not always planned well in advance so there may be major problems of scheduling or accommodations.

Travel involves special transportation privileges or special allowances and requires authorization or planning for supplemental or special transportation facilities, and when such services are required, they usually do not occur in such variety or with such frequency as to create major problems of timing or coordination.

Within general guidelines, employees select and apply appropriate travel guides, methods, techniques, and work sequences to effectively accomplish the work. The majority of assignments are performed without technical assistance, but unusually difficult travel situations or problem cases encountered during the course of the work are referred to the supervisor before decision or commitment. Review of work is for compliance with regulatory guides and program policies and for soundness of decisions and conclusions. Travel Clerk II requires a high school diploma or high school equivalent plus one year of relevant experience.

01533 TRAVEL CLERK III

At this level, all major modes of transportation are used, as most individual trips involve combinations of more than one mode. Travel is varied, often not recurrent and periodically requires planning for relatively inaccessible intermediate or destination points. Routings are diverse and there is a necessity for frequent rerouting, re-planning, or rearranging, with many side trips requiring changes in modes of travel and creating substantial difficulty in routing and scheduling connections.

A substantial amount of travel involves special allowances or requires authorization and planning for supplementary or special transportation facilities. It is frequently difficult to obtain the required information.

The incumbent is characterized by independence of action, with very little instruction, guidance, and review, except for review of accomplishments of broad objectives and

conformance to policy. The incumbent is viewed as the authority on travel matters, including the furnishing of advice and information to travelers, administrative officials and others; and has responsibility as the principal liaison with all elements, carriers, and facilities. Travel Clerk III requires a high school diploma or high school equivalent plus two years of relevant experience.

01610 WORD PROCESSOR (Occupational Base)

This position uses automated systems, such as word processing equipment, personal computers, or workstations linked to a larger computer or local area network, to produce a variety of documents, such as correspondence, memos, publications, forms, reports, tables and graphs. The Word Processor uses one or more word processing software packages; may also perform routine clerical tasks, such as operating copiers, filing, answering telephones, and sorting and distributing mail.

Excluded are:

- a. Typists using automatic or manual typewriters with limited or no text-editing capabilities; workers in these positions are not typically required to use word processing software packages;
- b. Key Entry Operators, Accounting Clerks, Sales Clerks, and other clerks who may use automated word processing equipment for purposes other than typing composition;
- c. Positions requiring subject-matter knowledge to prepare and edit text using automated word processing equipment.

01611 WORD PROCESSOR I

This position produces a variety of standard documents, such as correspondence, form letters, reports, tables and other printed materials. Work requires skill in typing; a knowledge of grammar, punctuation and spelling; and ability to use reference guides and equipment manuals. The Word Processor I performs familiar, routine assignments following standard procedures, seeks further instructions for assignments requiring deviations from established procedures. Word Processor I requires a high school diploma or high school equivalent and 0 years of experience.

01612 WORD PROCESSOR II

This position uses knowledge of varied and advanced functions of one software type, knowledge of varied functions of different types of software, or knowledge of specialized or technical terminology to perform such typical duties as:

- a. Editing and reformatting written or electronic drafts. Examples include: correcting function codes; adjusting spacing formatting and standardizing headings, margins, and indentations.
- b. Transcribing scientific reports, lab analysis, legal proceedings, or similar material from voice tapes or handwritten drafts. Work requires knowledge of specialized, technical, or scientific terminology.

Work requires familiarity with office terminology and practices. Incumbent corrects copy, and questions originator of document concerning missing information, improper formatting, or discrepancies in instructions. Supervisor sets priorities and deadlines on continuing

assignments, furnishes general instructions for recurring work and provides specific instructions for new or unique projects, may lead lower-level word processors. Word Processor II requires a high school diploma or high school equivalent plus one year of relevant experience.

01613 WORD PROCESSOR III

Requires both a comprehensive knowledge of word processing software applications and office practices and a high degree of skill in applying software functions to prepare complex and detailed documents. For example, processes complex and lengthy technical reports which include tables, graphs, charts, or multiple columns. Uses either different word processing packages or many different style macros or special command functions; independently completes assignments and resolves problems. Word Processor III requires a high school diploma or high school equivalent plus two years of relevant experience.

14000 INFORMATION TECHNOLOGY OCCUPATIONS

14040 COMPUTER OPERATOR (Occupational Base)

The Computer Operator monitors and operates the control console of either a mainframe digital computer or a group of minicomputers, in accordance with operating instructions, to process data. Work is characterized by the following:

- a. Studies operating instructions to determine equipment setup needed.
- b. Loads equipment with required items (tapes, cards, paper, etc.).
- c. Switches necessary auxiliary equipment into system;
- d. Diagnoses and corrects equipment malfunctions;
- e. Reviews error messages and makes corrections during operation or refers problems;
- f. Maintains operating record

This operator may test run new or modified programs and assists in modifying systems or programs. Included within the scope of this definition are fully qualified Computer Operators, trainees working to become fully qualified operators, and lead operators providing technical assistance to lower-level positions.

14041 COMPUTER OPERATOR I

The Computer Operator I works under close personal supervision and is provided detailed written or oral guidance before and during assignments. As instructed, this worker resolves common operating problems and may serve as an assistant operator working under close supervision or performing a portion of a more senior operator's work. Computer Operator I requires a high school diploma or high school equivalent.

14042 COMPUTER OPERATOR II

The Computer Operator II processes scheduled routines that present few difficult operating problems (e.g., infrequent or easily resolved error conditions). In response to computer output instructions or error conditions, this worker applies standard operating or corrective procedure, refers problems that do not respond to preplanned procedure, and may serve as an assistant operator, working under general supervision. Computer Operator II requires a high school diploma or high school equivalent plus one or more year of relevant experience.

14043 COMPUTER OPERATOR III

The Computer Operator III processes a range of scheduled routines. In addition to operating the system and resolving common error conditions, this worker diagnoses and acts on machine stoppage and error conditions not fully covered by existing procedures and guidelines (e.g., resetting switches and other controls or making mechanical adjustments to maintain or restore equipment operations). In response to computer output instructions or error conditions, the Computer Operator III may deviate from standard procedures if standard procedures do not provide a solution and refers problems which do not respond to corrective procedures to a person of supervisory or higher individual contributor level. Computer Operator III requires a high school diploma or high school equivalent plus two or more years of relevant experience.

14044 COMPUTER OPERATOR IV

The Computer Operator IV adapts to a variety of nonstandard problems that require extensive operator intervention (e.g. frequent introduction of new programs, applications, or procedures). In response to computer output instructions or error conditions, this worker chooses or devises a course of action from among several alternatives and alters or deviates from standard procedures if standard procedures do not provide a solution (e.g. reassigning equipment in order to work around faulty equipment or transfer channels); then refers problems if necessary. Typically, completed work is submitted to users without supervisory review. Computer Operator IV requires a high school diploma or high school equivalent plus three years of relevant experience.

14045 COMPUTER OPERATOR V

The Computer Operator V resolves a variety of difficult operating problems (e.g. making unusual equipment connections and rarely used equipment and channel configurations to direct processing through or around problems in equipment, circuits, or channels or reviewing test run requirements and developing unusual system configurations that will allow test programs to process without interfering with ongoing job requirements). In response to computer output instructions and error conditions or to avoid loss of information or to conserve computer time, operator deviates from standard procedures. Such actions may materially alter the computer unit's production plans. This operator may spend considerable time away from the control station providing technical assistance to lower-level operators and assisting programmers, systems analysts, and subject matter specialists with resolution of problems. Computer Operator V requires a high school diploma or high school equivalent plus four years of relevant experience.

14070 COMPUTER PROGRAMMER (Occupational Base)

The Computer Programmer performs programming services for establishments or for outside organizations that may contract for services, converts specifications (precise descriptions) about business or scientific problems into a sequence of detailed instructions to solve problems by electronic data processing (EDP) equipment, i.e. digital computers; draws program flow charts to describe the processing of data, and develops the precise steps and processing logic which, when entered into the computer in coded language (COBOL, FORTRAN, or other programming language) to cause the manipulation of data to

achieve desired results. The Computer Programmer tests and corrects programs, prepares instructions for operators who control the computer during runs, modifies programs to increase operating efficiency or to respond to changes in work processes, and maintains records to document program development and revisions.

At levels I, II and III, Computer Programmers may also perform programming analysis such as: gathering facts from users to define their business or scientific problems, and to investigate the feasibility of solving problems through new or modified computer programs; developing specifications for data inputs, flow, actions, decisions, and outputs; and participating on a continuing basis in the overall program planning along with other EDP personnel and users. In contrast, at level IV, some programming analysis must be performed as part of the programming assignment. The analysis duties are identified in a separate paragraph at levels I, II, III, and IV. However, the systems requirements are defined by systems analysts or scientists.

Positions are classified into levels based on the following definitions:

14071 COMPUTER PROGRAMMER I

The Computer Programmer I assists higher level staff by performing elementary programming tasks which concern limited and simple data items and steps which closely follow patterns of previous work done in the organization, e.g. drawing flow charts, writing operator instructions, or coding and testing routines to accumulate counts, tallies, or summaries. This worker may perform routine programming assignments (as described in Level II) under close supervision.

In addition to assisting higher level staff, the Computer Programmer I may perform elementary fact-finding concerning a specified work process, e.g., a file of clerical records which is treated as a unit (invoices, requisitions, or purchase orders, etc.) and then report findings to higher level staff. May receive training in elementary fact-finding. Detailed step-by-step instructions are given for each task, and any deviation must be authorized by a supervisor. Work is closely monitored in progress and reviewed in detail upon completion. Computer Programmer I requires a high school diploma or high school equivalent.

14072 COMPUTER PROGRAMMER II

At this level, initial assignments are designed to develop competence in applying established programming procedures to routine problems. This Computer Programmer performs routine programming assignments that do not require skilled background experience but do require knowledge of established programming procedures and data processing requirements, and works according to clear-cut and complete specifications. The data are refined, and the format of the final product is very similar to that of the input, or is well defined when significantly different, i.e., there are few, if any, problems with interrelating varied records and outputs.

The Computer Programmer II maintains and modifies routine programs, makes approved changes by amending program flow charts, developing detailed processing logic, and coding changes, tests and documents modifications and writes operator instructions, may

write routine new programs using prescribed specifications, and may confer with EDP personnel to clarify procedures, processing logic, etc.

In addition, the Computer Programmer II may evaluate simple interrelationships in the immediate programming area confers with user representatives to gain an understanding of the situation sufficient to formulate the needed change, and implements the change upon approval of the supervisor or higher level staff. The incumbent is provided with charts, narrative descriptions of the functions performed, an approved statement of the product desired (e.g., a change in a local establishment report), and the inputs, outputs, and record formats. This Worker reviews objectives and assignment details with higher level staff to ensure thorough understanding; uses judgment in selecting among authorized procedures and seeks assistance when guidelines are inadequate, significant deviations are proposed, or when unanticipated problems arise. Work is usually monitored in progress, and all work is reviewed upon completion for accuracy and compliance with standards. Computer Programmer II requires a high school diploma or high school equivalent plus one year of relevant experience.

14073 COMPUTER PROGRAMMER III

As a fully qualified Computer Programmer, this Worker applies standard programming procedures and detailed knowledge of pertinent subject matter in a programming area such as a record keeping operation (supply, personnel and payroll, inventory, purchasing, insurance payments, depositor accounts, etc.); a well-defined statistical or scientific problem; or other standardized operation or problem. The incumbent works according to approved statements of requirements and detailed specifications.

While the data are clear cut, related, and equally available, there may be substantial interrelationships of a variety of records and several varied sequences of formats are usually produced. The programs developed or modified typically are linked to several other programs in that the output of one becomes the input for another. This Computer Programmer recognizes probable interactions of other related programs with the assigned program(s) and is familiar with related system software and computer equipment, and solves conventional programming problems, (In small organizations, may maintain programs that concern or combine several operations, i.e. users, or develop programs where there is one primary user and the others give input.)

The Computer Programmer III performs such duties as developing, modifying, and maintaining assigned programs, designing and implementing modifications to the interrelation of files and records within programs in consultations with higher level staff. This Worker monitors the operation of assigned programs and responds to problems by diagnosing and correcting errors in logic and coding; implements and/or maintains assigned portions of a scientific programming project, applying established scientific programming techniques to well-defined mathematical, statistical, engineering, or other scientific problems usually requiring the translation of mathematical notation into processing logic and code. (Scientific programming includes assignments such as: using predetermined physical laws expressed in mathematical terms to relate one set of data to another; the routine storage and retrieval of field test data, and using procedures for real-time command and control, scientific data reduction, signal processing, or similar areas.) This Programmer

tests, documents work, writes and maintains operator instructions for assigned programs, and confers with other EDP personnel to obtain or provide factual data.

In addition, this Programmer may carry out fact-finding and programming analysis of a single activity or routine problem, applying established procedures where the nature of the program, feasibility, computer equipment, and programming language have already been decided. Job tasks may require the incumbent to analyze present performance of the program and take action to correct deficiencies based on discussion with the user and consultation with and approval of the supervisor or higher-level staff. This Programmer may assist in the review and analysis of detailed program specifications, and in program design to meet changes in work processes.

The Computer Programmer III works independently under specified objectives; applies judgment in devising program logic and in selecting and adapting standard programming procedures, resolves problems and deviations according to established practices, and obtains advice where precedents are unclear or not available. This worker may guide or instruct lower level programmers; supervise technicians and others who assist in specific assignments, works on complex programs under close direction of higher level staff or supervisor, and may assist higher level staff by independently performing moderately complex tasks assigned, and performing complex tasks under close supervision. Work at a level above this is deemed Supervisory or Individual Contributor. Completed work is reviewed for conformance to standards, timeliness, and efficiency. Computer Programmer III requires a high school diploma or high school equivalent plus two years of relevant experience.

14074 COMPUTER PROGRAMMER IV

The Computer Programmer IV applies expertise in programming procedures to complex programs; recommends the redesign of programs, investigates and analyzes feasibility and program requirements, and develops programming specifications. Assigned programs typically affect a broad multi-user computer system which meets the data processing needs of a broad area (e.g., manufacturing, logistics planning, finance management, human resources, or material management) or a computer system for a project in engineering, research, accounting, statistics, etc. This Programmer plans the full range of programming actions to produce several interrelated but different products from numerous and diverse data elements, which are usually from different sources; solves difficult programming problems, and uses knowledge of pertinent system software, computer equipment, work processes, regulations, and management practices.

This Programmer performs such duties as: developing, modifying, and maintains complex programs; designs and implements the interrelations of files and records within programs which will effectively fit into the overall design of the project; works with problems or concepts and develops programs for the solution to major scientific computational problems requiring the analysis and development of logical or mathematical descriptions of functions to be programmed; and develops occasional special programs, e.g. a critical path analysis program to assist in managing a special project. This Worker tests, documents, and writes operating instructions for all work, confers with other EDP personnel to secure information, investigate and resolve problems, and coordinates work efforts.

In addition, this incumbent performs such programming analyses as: investigating the feasibility of alternate program design approaches to determine the best-balanced solution, e.g., one that will best satisfy immediate user needs, facilitate subsequent modification, and conserve resources. Duties include the following: assisting user personnel in defining problems or needs, determining work organization on typical maintenance projects and smaller scale, working on limited new projects, the necessary files and records, and their interrelation with the program or working on large or more complicated projects, and participating as a team member along with other EDP personnel and users, holding responsibility for a portion of the project.

The Computer Programmer IV works independently under overall objectives and direction, apprising the supervisor about progress and unusual complications and modifying and adapting precedent solutions and proven approaches. Guidelines include constraints imposed by the related programs with which the incumbent's programs must be meshed. Completed work is reviewed for timeliness, compatibility with other work, and effectiveness in meeting requirements. This Worker may function as team leader or supervise a few lower-level programmers or technicians on assigned work. Computer Programmer IV requires a high school diploma or high school equivalent plus three years of relevant experience.

14100 COMPUTER SYSTEMS ANALYST (Occupational Base)

The Computer Systems Analyst analyzes business or scientific problems for resolution through electronic data processing, gathers information from users, defines work problems, and, if feasible, designs a system of computer programs and procedures to resolve the problems. This Worker develops complete specifications or enables other Computer Programmers to prepare required programs and analyzes subject-matter operations to be automated; specifies number and types of records, files, and documents to be used and outputs to be produced; prepares work diagrams and data flow charts; coordinates tests of the system and participates in trial runs of new and revised systems; and recommends computer equipment changes to obtain more effective operations. The Computer Systems Analyst may also write the computer programs.

Positions are classified into levels based on the following definitions:

14101 COMPUTER SYSTEMS ANALYST I

At this level, initial assignments are designed to expand practical experience in applying systems analysis techniques and procedures. This Analyst provides several phases of the required systems analysis where the nature of the system is predetermined, uses established fact-finding approaches, knowledge of pertinent work processes and procedures, and familiarity with related computer programming practices, system software, and computer equipment.

This Worker carries out fact finding and analyses as assigned, (usually of a single activity or a routine problem); applies established procedures where the nature of the system, feasibility, computer equipment and programming language have already been decided; may assist a higher level systems analyst by preparing the detailed specifications required

by computer programmers from information developed by the higher level analyst, and may research routine user problems and solve them by modifying the existing system when the solutions follow clear precedents. When cost and deadline estimates are required, results receive closer review.

The supervisor defines objectives, priorities, and deadlines. Incumbents work independently; adapt guides to specific situations; resolve problems and deviations according to established practices; and obtain advice where precedents are unclear or not available. Completed work is reviewed for conformance to requirements, timeliness, and efficiency. This position may supervise technicians and others who assist in specific assignments. Work at a level above this is deemed Supervisory or Individual Contributor. Computer Systems Analyst I requires a high school diploma or high school equivalent and 0 years of experience.

14102 COMPUTER SYSTEMS ANALYST II

This Analyst applies systems analysis and design skills in an area such as a record keeping or scientific operation. A system of several varied sequences or formats is usually developed, e.g. the analyst develops systems for maintaining depositor accounts in a bank, maintaining accounts receivable in a retail establishment, maintaining inventory accounts in a manufacturing or wholesale establishment, or processing a limited problem in a scientific project. This position requires competence in most phases of system analysis and knowledge of pertinent system software and computer equipment and of the work processes, applicable regulations, workload, and practices of the assigned subject-matter area. Job duties require the incumbent to be able to recognize probable interactions of related computer systems and predict impact of a change in assigned system.

The Computer Systems Analyst II reviews proposals which consist of objectives, scope, and user expectations; gathers facts, analyzes data, and prepares a project synopsis which compares alternatives in terms of cost, time, availability of equipment and personnel, and recommends a course of action; upon approval of synopsis, prepares specifications for development of computer programs. Duties also include the ability to determine and resolve data processing problems and coordinate the work with program, users, etc. This worker orients user personnel on new or changed procedures, may conduct special projects such as data element and code standardization throughout a broad system, working under specific objectives and bringing to the attention of the supervisor any unusual problems or controversies.

In this position, the incumbent works independently under overall project objectives and requirements, and appraises supervisor about progress and unusual complications. Guidelines usually include existing systems and the constraints imposed by related systems with which the incumbent's work must be meshed. This worker adapts design approaches successfully used in precedent systems, works on a segment of a complex data processing scheme or broad system, as described for Computer Systems Analyst, level III, works independently on routine assignments and receives instructions and guidance on complex assignments. Work is reviewed for accuracy of judgment, compliance with instructions, and to ensure proper alignment with the overall system. Completed work is reviewed for timeliness, compatibility with other work, and effectiveness in meeting requirements. This

analyst may provide functional direction to lower-level assistants on assigned work. Computer Systems Analyst II requires a high school diploma or high school equivalent plus one year of relevant experience.

14103 COMPUTER SYSTEMS ANALYST III

The Computer Systems Analyst III applies systems analysis and design techniques to complex computer systems in a broad area such as manufacturing, finance management, engineering, accounting, or statistics, logistics planning, material management, etc. Usually, there are multiple users of the system; however, there may be complex one-user systems, e.g., for engineering or research projects. This position requires competence in all phases of systems analysis techniques, concepts, and methods and knowledge of available system software, computer equipment, and the regulations, structure, techniques, and management practices of one or more subject-matter areas. Since input data usually come from diverse sources, this worker is responsible for recognizing probable conflicts and integrating diverse data elements and sources, and produces innovative solutions for a variety of complex problems.

The Computer Systems Analyst III maintains and modifies complex systems or develops new subsystems such as an integrated production scheduling, inventory control, cost analysis, or sales analysis record in which every item of each type is automatically processed through the full system of records. The incumbent guides users in formulating requirements, advises on alternatives and on the implications of new or revised data processing systems, analyzes resulting user project proposals, identifies omissions and errors in requirements and conducts feasibility studies. This analyst recommends optimum approach and develops system design for approved projects, interprets information and informally arbitrates between system users when conflicts exist. This worker may serve as lead analyst in a design subgroup, directing and integrating the work of one or two lower-level analysts, each responsible for several programs. Supervision and nature of review are similar to level II; existing systems provide precedents for the operation of new subsystems. Computer Systems Analyst III requires a high school diploma or high school equivalent plus two years of relevant experience.

14150 PERIPHERAL EQUIPMENT OPERATOR

The Peripheral Equipment Operator operates peripheral equipment that directly supports digital computer operations. Such equipment is uniquely and specifically designed for computer applications, but need not be physically or electronically connected to a computer. Printers, plotters, tape readers, tape units or drives, disk units or drives, and data display units are examples of such equipment.

The following duties characterize the work of a Peripheral Equipment Operator:

- a. Loads printers and plotters with correct paper; adjusting controls for forms, thickness, tension, printing density, and location; and unloading hard copy;
- b. Labels tape reels, or disks;
- c. Checks labels and mounting and dismounting designated tape reels or disks on specified units or drives;
- d. Sets controls which regulate operation of the equipment;

- e. Observes panel lights for warnings and error indications and taking appropriate action;
- f. Examines tapes, cards, or other material for creases, tears or other defects that could cause processing problems.

Excludes workers who monitor and operate a control console or a remote terminal, or whose duties are limited to operating decollators, busters, separators, or similar equipment. Peripheral Equipment Operator requires a high school diploma or high school equivalent and 0 years of experience.

14160 PERSONAL COMPUTER SUPPORT TECHNICIAN

The Personal Computer Support Technician provides support to distributed PC/networking environment including installation, testing, repair, and troubleshooting for stand-alone PCs, PCs linked to networks, printers, and other computer peripherals. Support responsibilities include software installation, and configurations. This technician performs technical, operational, and training support to users of personal computers either by telephone, or on-site for PC desktop hardware and software packages. Job duties require the technician to install and test personal computers, printers, and other peripherals, configure operating system, load shrink-wrap programs and other application software programs. In this position, the incumbent troubleshoots computer problems, performs hardware and software diagnostics, coordinates needed repairs, resolves computer system problems, including coordination between users and components of a local area network, and participates in the evaluation of system configuration and software. Personal Computer Support Technician requires a high school diploma or high school equivalent and 0 years of experience.

05000 AUTOMOTIVE SERVICE OCCUPATIONS

05110 MOBILE EQUIPMENT SERVICER

Operating from a mobile fuel station and/or tanker, the Mobile Equipment Servicer performs one or more of the following duties: supplies all types of vehicles with gasoline or diesel fuel, and records mileage and tag numbers, checks fluid levels, battery, cooling system and engine oil, checks tires for wear and pressure, replaces wiper blades, fuses, sealed beam lights, and light bulbs. Inspects equipment and performs preventive maintenance services, changes oil and filters, lubricates and greases vehicles, washes and cleans interiors and exteriors of vehicles; maintains inventories of parts and supplies; and cleans and maintains work areas. Mobile Equipment Servicer requires a high school diploma or high school equivalent and 0 years of experience.

11000 GENERAL SERVICES AND SUPPORT OCCUPATIONS

11030 CLEANER, VEHICLES

The Cleaner, Vehicles cleans interiors and exteriors of transportation vehicles, such as automobiles, buses, railroad cars, and streetcars, cleans interior of vehicle, using broom, cloth, mop, vacuum cleaner, and whiskbroom, cleans windows with water, cleansing compounds, and cloth or chamois, replenishes sanitary supplies in vehicle compartments, removes dust, grease, and oil from exterior surfaces of vehicles, using steam-cleaning

equipment or by spraying or washing vehicles, using spraying equipment, brush or sponge. The Cleaner may polish exterior of vehicle, and may fumigate interior of vehicle, using fumigating gases or sprays. Cleaner requires a high school diploma or high school equivalent and 0 years of experience.

11090 GARDENER

The Gardener plans and executes small scale landscaping operations and maintains grounds and landscape of household, business and other properties, works with assistant in preparing and grading terrain, applying fertilizers, seeding and laying sod, and transplanting shrubs and plants, and cultivates them, using gardening implements and power-operated equipment. The Gardner plants new and repairs established lawns, using seed mixtures and fertilizers recommended for particular soil type and lawn location, locates and plants shrubs, trees, and flowers recommended for particular landscape effect or those selected by property owner, mows and trims lawns, using hand or power mower, trims shrubs and cultivates gardens, sprays trees and shrubs and applies supplemental liquid and dry nutrients to lawn, trees and shrubs; cleans ground, using rakes, brooms, and hose, dig trenches and install drain tiles, repair concrete and asphalt walks and driveways. Gardener requires a high school diploma or high school equivalent and 0 years of experience.

11150 JANITOR

The Janitor cleans and keeps in an orderly condition factory working areas and washrooms, or premises of an office, apartment house, or commercial or other establishment. Duties involve a combination of the following: Sweeping, mopping or scrubbing, and polishing floors; removing chips, trash, and other refuse; dusting equipment, furniture, or fixtures; polishing metal fixtures or trimmings; providing supplies and minor maintenance services; and cleaning lavatories, showers, and restrooms. Janitor requires a high school diploma or high school equivalent and 0 years of experience.

Excluded are:

- a. Workers who specialize in window washing.
- b. Housekeeping staff who make beds and change linens as a primary responsibility.
- c. Workers required to disassemble and assemble equipment in order to clean machinery.
- d. Workers who receive additional compensation to maintain sterile facilities or equipment.

11210 LABORER, GROUNDS MAINTENANCE

The Laborer, Grounds Maintenance maintains grounds of industrial, commercial or public property such as buildings, camp and picnic grounds, parks, playgrounds, greenhouses, and athletic fields, and repairs structures and equipment, performing one or more of the following tasks: cut grass, using walking-type or riding mowers (less than 2000 lbs.), trim hedges and edges around walks, flowerbeds, and wells, using hedge trimmers, clippers and edging tools, prunes shrubs and trees to shape and improve growth, using shears and other hand tools, sprays lawn, shrubs, and trees with fertilizer or insecticide. Job duties also include the following: planting grass, flowers, trees, and shrubs, watering lawn and shrubs during dry periods, using hose or activating sprinkler system, picks up and burns or carts away leaves, paper or other litter; removing snow from walks, driveways, roads, or parking

lots, using shovel and snow blower, spreads salt on walkways and other areas, repairing and painting fences, gates, benches, tables, guardrails, and outbuildings. This Worker assists in repair of roads, walks, buildings, and mechanical equipment, and may clean comfort stations, offices workshop areas, and parking lots by sweeping, washing, mopping and polishing. Laborer requires a high school diploma or high school equivalent and 0 years of experience.

ROADSIDE LITTER CREW

These employees will collect and bag litter, deposit bagged litter as directed by the client, and report the nature and location of hazardous waste (i.e.: carcasses, fuel tanks, drug paraphernalia, etc.) to the client. The client will be responsible for direct supervision on site, assigning work locations, assigning shifts, and assigning meal/water breaks. The client will take all appropriate traffic control measures. Employees will use proper lifting, bending, stretching, and retrieval techniques. The client will provide staff with gloves, vests, and other necessary equipment. The client will also provide appropriate time for meals, rest breaks, and water breaks. Employees will provide their own safety work shoes/boots. Ground maintenance duties, such as mowing and weeding, fall outside of the scope of this project. Assigned employees shall not be permitted to operate machinery or vehicles. The Litter Crew requires a high school diploma or high school equivalent and 0 years of experience.

11240 MAID OR HOUSEMAN

The Maid or Houseman cleans rooms and other premises of hotel, motel, tourist home, or other lodging facility, performing any combination of the following tasks: dusting and cleaning Venetian blinds, furniture, and other surfaces, sorts, counts, folds, marks, or carries linens. The Maid or Houseman turns mattresses and makes beds, moves and arranges furniture and hangs drapes, cleans and polishes metalwork and porcelain bathroom fixtures, spot-cleans walls and windows, empties wastebaskets and removes trash, removes soiled linens for laundering, replenishes room supplies, and reports needed repairs to equipment, furniture, building and fixtures. Maid and Houseman require a high school diploma or high school equivalent and 0 years of experience.

11270 TRACTOR OPERATOR

The Tractor Operator drives gasoline or diesel-powered tractor to: move materials, draw implements, tow trailers, pull out objects embedded in ground, or pull cable of winch to raise, lower, or load heavy material or equipment. The Tractor Operator fastens attachments such as graders, plows, rollers, mowers (over 2000 lbs.), backhoes, seeders, and disc harrows to tractor, adjusts equipment for proper operation, lubricates and makes minor repairs to tractor and attachments such as tightening bolts, and replacing washers, cotter pins, and screws. Tractor Operator requires a high school diploma or high school equivalent and 0 years of experience.

11330 TRAIL MAINTENANCE WORKER

The Trail Maintenance Worker removes fallen and leaning dead trees, encroaching limbs and brush, minor repair of tread, tread drainage and tread drainage structures and trail location marking. The Trail Maintenance Worker removes downed limbs, loose rock and debris from trail ways. Trail Maintenance Worker requires a high school diploma or high school equivalent and 0 years of experience.

21000 MATERIALS HANDLING AND PACKING OCCUPATIONS

21020 FORKLIFT OPERATOR

The Forklift Operator operates a manually controlled gasoline, electric or liquid propane gas powered forklift to transport goods and materials of all kinds within a warehouse, manufacturing plant, or other establishment. Forklift Operator requires a high school diploma or high school equivalent and 0 years of experience.

21030 MATERIAL COORDINATOR

The Material Coordinator coordinates and expedites flow of material, parts, and assemblies within or between departments in accordance with production and shipping schedules or department supervisors' priorities. In this job, the Material Coordinator reviews production schedules and confers with department supervisors to determine material required or overdue and to locate material, requisitions material and establishes delivery sequences to departments according to job order priorities and anticipated availability of material; arranges for in-plant transfer of materials to meet production schedules, and with department supervisors for repair and assembly of material and its transportation to various departments, and examines material delivered to production departments to verify if type specified.

This Worker may monitor and control movement of material and parts along conveyor system, using remote-control panel board, compute amount of material needed for specific job orders, applying knowledge of product and manufacturing processes and using adding machine; compile report of quantity and type of material on hand, move or transport material from one department to another, using hand or industrial truck; may compile perpetual production records in order to locate material in process of production, using manual or computerized system, and maintain employee records. The Material Coordinator requires a high school diploma or high school equivalent and 0 years of experience.

21040 MATERIAL EXPEDITER

The Material Expediter executes the following: locates and moves materials and parts between work areas of plant to expedite processing of goods, according to pre-determined schedules and priorities, and keeps related record, reviews production schedules inventory reports, and work orders to determine types, quantities, and availability of required material and priorities of customer orders, confers with department supervisors to determine materials overdue and to inform them of location, availability, and condition of materials, locates and moves materials to specified production areas, using cart or hand truck, and records quantity and type of materials distributed and on hand. Work may include the following tasks: directing Power-Truck Operator or Material Handling Laborer to expedite movement of materials between storage and production areas, compare work ticket specifications with material at workstations to verify appropriateness of material in use, prepare worker production records and timecards, and may update and maintain inventory records, using computer terminal. The Material Expediter requires a high school diploma or high school equivalent and 0 years of experience.

21050 MATERIAL HANDLING LABORER

This person will perform physical tasks to transport or store materials or merchandise. Duties involve one or more of the following: manually loading or unloading freight cars, trucks, or other transporting devices; unpacking, shelving, or placing items in proper storage locations; or transporting goods by hand truck, cart, or wheelbarrow. Material Handling Laborer requires a high school diploma or high school equivalent and 0 years of experience.

Excluded from this definition are workers whose primary function involves:

- a. Participating directly in the production of goods (e.g., moving items from one production station to another or placing them on or removing them from the production process);
- b. Stocking merchandise for sale;
- c. Counting or routing merchandise;
- d. Operating a crane or heavy-duty motorized vehicle such as forklift or truck;
- e. Loading and unloading ships (alongshore workers);
- f. Traveling on trucks beyond the establishment's physical location to load or unload merchandise.

21071 ORDER FILLER

The Order Filler fills shipping or transfer orders for finished goods from stored merchandise in accordance with specifications on sales slips, customers' orders, or other instructions. This worker may, in addition to filling orders and indicating items filled or omitted, keep records of outgoing orders, requisition additional stock or report short supplies to supervisor, and perform other related duties. Order Filler requires a high school diploma or high school equivalent and 0 years of experience.

21080 PRODUCTION LINE WORKER (FOOD PROCESSING)

This position refers to an employee employed in a food processing plant whose duties involve several of the following: loading and unloading commodities from rail cars, trucks, or other conveyances, placing merchandise in proper storage location and transporting the merchandise by hand truck, push-pull, or forklift; blends merchandise ingredients into pre-determined quality by heating, mixing, re-heating, etc. The Production Line Worker monitors blending operation to ensure that finished products meets customer's requirements, monitors flow of product into appropriate container; labels container with identifying information supplied by customer, and places containers into appropriate shipping container. Must have knowledge of various types and sizes of shipping containers and special requirements of customers. Production Line Worker requires a high school diploma or high school equivalent and 0 years of experience.

21110 SHIPPING PACKER

Someone in this position prepares finished products for shipment or storage by placing them in shipping containers, the specific operations performed being dependent upon the type, size, and number of units to be packed, the type of container employed, and method of shipment. Work requires the placing of items in shipping containers, and may involve one or more of the following: knowledge of various items of stock in order to verify content, selection of appropriate type and size of container, inserting enclosures in container; using excelsior or other material to prevent breakage or damage, closing and sealing container,

and applying labels or entering identifying data on container. Shipping Packer requires a high school diploma or high school equivalent and 0 years of experience.

Exclude packers who also make wooden boxes or crates.

21130 SHIPPING/RECEIVING CLERK

The Shipping/Receiving Clerk performs clerical and physical tasks in connection with shipping goods of the establishment in which employed and receiving incoming shipments. In performing day-to-day, routine tasks, this worker follows established guidelines. In handling unusual non-routine problems, this worker receives specific guidance from supervisor or other officials. This incumbent may direct and coordinate the activities of other workers engaged in handling goods to be shipped or being received. Shipping duties typically involve the following: verifying that orders are accurately filled by comparing items and quantities of goods gathered for shipment against documents; ensuring that shipments are properly packaged, identified with shipping information, and loaded into transporting vehicles, and preparing and keeping records of goods shipped, e.g., manifests, bills of lading. Receiving duties typically involve the following: verifying the correctness of incoming shipments by comparing items and quantities unloaded against bills of lading, invoices, manifests, storage receipts, or other records, checking for damaged goods, ensuring that goods are appropriately identified for routing to departments within the establishment, and preparing and keeping records of goods received. Shipping/Receiving Clerk requires a high school diploma or high school equivalent and 0 years of experience.

21140 STORE WORKER I

The Store Worker I will perform the following tasks at an establishment whose primary function is that of the resale of merchandise in a retail environment, move merchandise by use of non-motorized equipment that is intended for display and resale purposes, include the cleaning of merchandise on or in display fixtures utilizing various merchandise techniques common to retail trade. Merchandise may be displayed by a predetermined placement system using labels or other identifying marks. This worker will maintain the display sales area by straightening merchandise to give a neat, full, and salable appearance, removing damaged or outdated merchandise, and displaying merchandise in such a manner to maintain freshness and sale dates, may determine display or sale requirements from existing inventory, may be required to keep inventory forms of merchandise stocked and merchandise returned to storage, may be required to affix labels to merchandise indicating sale price, item description, or other information, and may be required to offer customer or patron assistance with the location or selection of merchandise. Store Worker requires a high school diploma or high school equivalent and 0 years of experience.

Note: this class excludes any work performed in a warehouse, see warehousing classifications.

21150 STOCK CLERK (Shelf Stocker; Store Worker II)

The Stock Clerk receives, stores, and issues equipment, materials, supplies, merchandise, foodstuffs, or tools, and compiles stock records of items in stockroom, warehouse or

storage yard. This worker sorts, or weighs incoming articles to verify receipt of items on requisition or invoice, examines stock to verify conformance to specifications, stores articles in bins, on floor or on shelves, according to identifying information, such as style, size or type of material, fills orders or issues supplies from stock, prepares periodic, special or perpetual inventory of stock, and requisitions articles to fill incoming orders. This worker also compiles reports on use of stock handling equipment, adjustments of inventory counts and stock records, spoilage of or damage to stock, location changes, and refusal of shipments, may mark identifying codes, figures, or letters on articles, may distribute stock among production workers, keeping records of material issued, may make adjustments or repairs to articles carried in stock, and may cut stock to site to fill order. Stock Clerk requires a high school diploma or high school equivalent and 0 years of experience.

21210 TOOLS AND PARTS ATTENDANT (Tool Crib Attendant)

This incumbent receives, stores, and issues hand tools, machine tools, dies, replacement parts, shop supplies and equipment, such as measuring devices, in an industrial establishment. The Tools and Parts Attendant does the following keeps records of tools issued to and returned by workers, searches for lost or misplaced tools, prepares periodic inventory or keeps perpetual inventory and requisitions stock as needed, unpacks and stores new equipment; visually inspects tools or measures with micrometer for wear or defects and reports damaged or worn-out equipment to superiors; may coat tools with grease or other preservative, using a brush or spray gun, and may attach identification tags or engrave identifying information on tools and equipment using electric marking tool. Tools and Parts Attendant requires a high school diploma or high school equivalent and 0 years of experience.

21410 WAREHOUSE SPECIALIST (Warehouse Worker)

As directed, the Warehouse Specialist performs a variety of warehousing duties that require an understanding of the establishment's storage plan. Work involves most of the following: verifying materials (or merchandise) against receiving documents, noting and reporting discrepancies and obvious damages, routing materials to prescribed storage locations; storing, stacking, or palletizing materials in accordance with prescribed storage methods, rearranging and taking inventory of stored materials, examining stored materials and reporting deterioration and damage, removing material from storage and preparing it for shipment. This worker may operate hand or power trucks in performing warehousing duties. Warehouse Specialist requires a high school diploma or high school equivalent and 0 years of experience.

Note: Exclude workers whose primary duties involve shipping and receiving work (see Shipping/Receiving Clerk), order filling (see Order Filler), or operating forklifts (see Forklift Operator).

23000 MECHANICS AND MAINTENANCE AND REPAIR OCCUPATIONS

23260 FABRIC WORKER

The Fabric Worker makes, alters, and repairs a variety of fabric articles such as clothing, awnings, tents, gun covers, sleeping bags, parachutes, inflatable shelters, flags, bed linens, and belts. Fabrics include wool, cotton, canvas, nylon, polyester, olefin, metallic fabrics,

leatherette, velour, burlap, felt, vinyl, and fabrics made of rubber yarns or plastic filaments. The Fabric Worker takes measurements and makes patterns and layouts, marks, cuts, fits, and sews or cements parts together, using hand- or power tools and equipment and knowledge of fabrics and construction methods, and may do upholstery work on such items as cushions and vehicle seats. Fabric Worker requires a high school diploma or high school equivalent and 0 years of experience.

23370 GENERAL MAINTENANCE WORKER

The General Maintenance Worker performs general maintenance and repair of equipment and buildings requiring practical skill and knowledge (but not proficiency) in such trades as painting, carpentry, plumbing, masonry, and electrical work. Work involves a variety of the following duties: replacing electrical receptacles, wires, switches, fixtures, and motors, using plaster or compound to patch minor holes and cracks in walls and ceilings, repairing or replacing sinks, water coolers, and toilets painting structures and equipment; repairing or replacing concrete floors, steps, and sidewalks, replacing damaged paneling and floor tiles, hanging doors and installing door locks, replacing broken window panes, and performing general maintenance on equipment and machinery. General Maintenance Worker requires a high school diploma or high school equivalent and 0 years of experience.

Excluded are:

- a. Craft workers included in a formal apprenticeship or progression program based on training and experience;
- b. Skilled craft workers required to demonstrate proficiency in one or more trades;
- c. Workers performing simple maintenance duties not requiring practical skill and knowledge of a trade (e.g., changing light bulbs and replacing faucet washers).

23380 GROUND SUPPORT EQUIPMENT MECHANIC

The Ground Support Equipment Mechanic diagnoses malfunctions and repairs Ground Support Equipment (GSE), advises and trains lower grade workers on diagnosis and repair of less complex repair/maintenance problems, inspects and approves completed maintenance actions, solves repair problems by studying drawings, wiring diagrams and schematics, and technical publications; uses automated maintenance data systems to monitor maintenance trends, analyze equipment requirements, maintain equipment records, and document maintenance actions, and analyzes, diagnosis, and repairs GSE using conventional and digital multi-meters, voltmeters, ohmmeters, frequency counters, oscilloscopes, circuit card testers, transistor testers, and hand tools.

This mechanic maintains external fuel and grounding systems, performs scheduled and unscheduled maintenance on GSE, inspects, tests, and operates GSE to determine equipment serviceability and proper operation, services equipment with fuel, oil, water, coolant, hydraulic fluid, refrigerant, and compressed air, diagnoses mechanical and electronic circuitry malfunctions using visual and auditory senses, test equipment, and technical publications. This work also does the following: disassembles and assembles malfunctioning GSE accessories and components, removes, disassembles repairs, cleans, treats for corrosion, assembles, and reinstalls GSE components and accessories, stencils and marks GSE in accordance with technical publications, stores, handles, labels, uses, and disposes of hazardous materials and waste in accordance with all state, local, and

federal environmental standards and regulations. This mechanic prepares GSE for storage and mobility deployment; and operates, cleans, inspects, and services GSE towing vehicles. In addition to maintaining vehicle records, this mechanic maintains and updates paper and electronic equipment records, provides dispatch service for GSE, including positioning equipment to support aircraft maintenance and flying operations, practices good housekeeping, tool control, Foreign Object Damage prevention, and safety at all times. Ground Support Equipment Mechanic requires a high school diploma or high school equivalent and 0 years of experience.

23381 GROUND SUPPORT EQUIPMENT SERVICER

The Ground Support Equipment Servicer inspects, tests, and operates GSE to determine equipment serviceability and proper operation, services equipment with fuel, oil, water, coolant, hydraulic fluid, refrigerant, and compressed air, prepares Ground Support Equipment (GSE) for storage and transportation, uses automated maintenance data systems to maintain equipment records, and document maintenance actions and maintains external fuel and grounding systems. In addition, this servicer stencils and marks GSE in accordance with technical publications, stores, handles, labels, uses, and disposes of hazardous materials and waste in accordance with all state, local, and federal environmental standards and regulations, operates, cleans, inspects, and services GSE towing vehicles. This worker maintains vehicle records, maintains and updates paper and electronic equipment records, provides dispatch service for GSE, including positioning equipment to support aircraft maintenance and flying operations, and practices good housekeeping, tool control, Foreign Object Damage prevention and safety at all times. This position requires a high school diploma or high school equivalent and 0 years of experience.

23382 GROUND SUPPORT EQUIPMENT WORKER

The Ground Support Equipment Worker makes repairs to Ground Support Equipment (GSE) following orders of a higher-grade worker, troubleshooting malfunctions of GSE using conventional and digital multi-meters, voltmeters, ohmmeters, frequency counters, oscilloscopes, circuit card testers, transistor testers, and hand tools, prepares GSE for storage and transportation, uses automated maintenance data systems to maintain equipment records, and document maintenance actions, maintains external fuel and grounding systems. This worker performs scheduled and unscheduled maintenance on GSE, inspects, tests, and operates GSE to determine equipment serviceability and proper operation, services equipment with fuel, oil, water, coolant, hydraulic fluid, refrigerant, and compressed air, disassembles and assembles malfunctioning GSE accessories and components.

In addition, the Ground Support Equipment Worker removes, disassembles repairs, cleans, treats for corrosion, assembles, and reinstalls GSE components and accessories, stencils and marks GSE in accordance with technical publications, stores, handles, labels, uses, and disposes of hazardous materials and waste in accordance with all state, local, and federal environmental standards and regulations, operates, cleans, inspects, and services GSE towing vehicles; maintains vehicle records, maintains and updates paper and electronic equipment records, provides dispatch service for GSE, including positioning equipment to support aircraft maintenance and flying operations, and practices good housekeeping, tool control, Foreign Object Damage prevention, and safety at all times.

Ground Support Equipment Worker requires a high school diploma or high school equivalent and 0 years of experience.

23410 HEATING, VENTILATION, AND AIR-CONDITIONING MECHANIC

The Heating, Ventilation, and Air-Conditioning Mechanic installs, services and repairs environmental-control systems in residences, department stores, office buildings, and other commercial establishments, utilizing knowledge of refrigeration theory, pipefitting and structural layout, mounts compressor and condenser units on platform or floor, using hand tools, following blueprints or engineering specifications, fabricates, assembles and installs ductwork and chassis parts, using portable metalworking tools and welding equipment, and installs evaporator unit in chassis or in air-duct system, using hand tools. This mechanic also cuts and bends tubing to correct length and shape, using cutting and bending equipment and tools, cuts and threads pipe, using machine-threading or hand-threading equipment, joins tubing or pipes to various refrigerating units by means of sleeves, couplings or unions, and solders joints, using torch, forming complete circuit for refrigerant, installs expansion and discharge valves in circuit.

This worker connects motors, compressors, temperature controls, humidity controls, and circulating ventilation fans to control panels and connects control panels to power source; installs air and water filters in completed installation, injects small amount of refrigerant into compressor to test systems and adds Freon gas to build up prescribed operating pressure. This mechanic observes pressure and vacuum gauges and adjusts controls to ensure proper operation, tests joints and connections for gas leaks, using gauges or soap-and-water solution, wraps pipes in insulation batting and secures them in place with cement or wire bands, replaces defective breaker controls, thermostats, switches, fuses and electrical wiring to repair installed units, may install, repair and service air conditioners, ranging from fifteen to twenty tons cooling capacity in warehouses and small factory buildings. The HVAC Mechanic requires a high school diploma or high school equivalent and 0 years of experience.

23460 INSTRUMENT MECHANIC

The Instrument Mechanic installs, repairs, maintains, and adjusts indicating, recording, telemetering, and controlling instruments used to measure and control variables, such as pressure, flow, temperature, motion, force, and chemical composition, using hand tools and precision instruments. This worker disassembles malfunctioning instruments, examines and tests mechanism and circuitry for defects; troubleshoots equipment in or out of control system and replaces or repairs defective parts, reassembles instrument and tests assembly for conformance with specifications, using instruments, such as potentiometer, resistance bridge, manometer, and pressure gauge; inspects instruments periodically, and makes minor calibration adjustments to ensure functioning within specified standards. This mechanic may adjust and repair final control mechanisms, such as automatically controlled valves or positioners, and may calibrate instruments according to established standards. Instrument Mechanic requires a high school diploma or high school equivalent and 0 years of experience.

23470 LABORER

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash. Laborer requires a high school diploma or high school equivalent and 0 years of experience.

23510 LOCKSMITH

The Locksmith installs, repairs, modifies, and opens a variety of locking mechanisms found on doors, desks, compartments, mobile equipment, safes, and vaults. This worker examines locking mechanism and installs new unit or disassembles unit and replaces worn tumblers, springs, and other parts or repairs them by filing, drilling, chiseling and grinding, opens door locks by moving lock pick in cylinder or opens safe locks by listening to lock sounds or drilling. This worker makes new or duplicate keys, using key cutting machine, changes combination by inserting new or repaired tumblers into lock, and establishes keying systems for buildings. Locksmith requires a high school diploma or high school equivalent and 0 years of experience.

27007 BAGGAGE INSPECTOR

The Baggage Inspector inspects/screens all passenger baggage and personnel prior to tenting passenger terminal, uses x-ray machine, metal detectors and explosive residue detection equipment, and inspects personnel and/or baggage manually, if required. This inspector is responsible for ensuring that passengers and personnel entering the terminal do not possess unauthorized material such as weapons, explosives, etc. This person communicates with law enforcement personnel if unauthorized material is discovered, or in case of emergency. This worker conducts facility observations to ensure the safety of personnel inside and outside the facility by walking through the building ensuring that there are no obvious treats, unusual situations or suspicious activities, and notifies the proper authorities if such situations occur. The Baggage Inspector may perform routine testing and maintenance of screening equipment. Baggage Inspector requires a high school diploma or high school equivalent and 0 years of experience.

27008 CORRECTIONS OFFICER

The Corrections Officer maintains order among inmates in a prison or local jail, performs routine duties in accordance with established policies, regulations, and procedures to guard and supervise inmates in cells, at meals, during recreation, and on work assignments, and may employ weapons or force to maintain discipline and order. Typical duties include: taking periodic inmate counts, searching inmates and cells for contraband articles, inspecting locks, windows bars, grills, doors, and grates for tampering, aiding in prevention of escapes and taking part in searches for escaped inmates, and escorting inmates to and

from different areas for questioning, medical treatment, work and meals. The Corrections Officer may act as outside wall guard, usually on rotation. Corrections Officer requires a high school diploma or high school equivalent and 0 years of experience.

Excluded are:

- a. Workers receiving on-the-job training in basic correctional activities.
- b. Positions responsible for providing counseling or rehabilitation services to inmates.

27010 COURT SECURITY OFFICER

This incumbent patrols courthouse to provide security, escorts defendants to and from courtroom, and stands guard during court proceedings, checks courtroom for security. Assignments include not only the monitoring of entrances to the court, but also attention to the special needs of the court system, particularly in the area of personal protection for the judges, jurors, witnesses, attorneys and other persons involved with the court, including the general public. Duties require specialized training in methods and techniques of protecting security areas. This incumbent is required to demonstrate continuing physical fitness and proficiency with firearms or other special weapons. Court Security Officer requires a high school diploma or high school equivalent and 0 years of experience.

27040 DETENTION OFFICER

The Detention Officer performs various duties related to detention, safeguarding, security and escort of violators of immigration laws, exercises surveillance over detainees, and maintains order and discipline, attends to sheltering, feeding, and physical well-being of detainees, and counseling of alien detainees on personal matters. This worker guards detainees at deportation or exclusion hearings, recognizes potentially hazardous health, safety, security, or discipline problems, supervises voluntary work details, and encourages participation in organized recreational activities. Detention Officer requires a high school diploma or high school equivalent and 0 years of experience.

27100 GUARD (Occupational Base)

This guard protects property from theft or damage, or persons from hazards or interference. Duties involve serving at a fixed post, making rounds on foot or by motor vehicle, or escorting persons or property. This worker may be deputized to make arrests, and may help visitors and customers by answering questions and giving directions. This person may be required to demonstrate proficiency in the use of firearms and other special weapons and continuing physical fitness.

For wage study purposes, Guards are classified as follows:

27101 GUARD I

This guard carries out detailed instructions and procedures primarily oriented to ensure that emergencies and security violations are readily discovered, and reported to appropriate authority. The primary duty is to observe and report security and emergency situations. This guard intervenes directly only in situations which require minimal action to safeguard property or persons. Duties require minimal training and physical fitness standards. Guard I requires a high school diploma or high school equivalent and 0 years of experience.

27102 GUARD II

The Guard II enforces regulations and procedures designed to prevent breaches of security, exercises judgment and uses discretion in responding to incidents and emergencies, determining whether to intervene directly, ask for assistance as time permits, keep situation under control or surveillance, or to report incident or situation to the appropriate authority for handling. Duties require specialized training in methods and techniques of protecting controlled areas. Commonly, the Guard II is required to demonstrate proficiency with firearms and other special weapons, and to meet rigorous physical fitness standards. Guard II requires a high school diploma or high school equivalent plus one year of relevant experience.

30000 TECHNICAL OCCUPATIONS

31043 DRIVER/COURIER

The Driver/Courier drives automobile or light truck to deliver messages, documents, packages and mail to various business concerns or governmental agencies, may occasionally transport office personnel and visitors, perform miscellaneous errands, such as carrying mail to and from the post office and sorting or opening incoming and outgoing mail. The Driver Courier may obtain receipts for articles delivered and keep a log of items received and delivered, and deliver items to offices and departments within an establishment. Driver/Courier requires a high school diploma or high school equivalent and 0 years of experience.

07000 FOOD PREPARATION AND SERVICE OCCUPATIONS

07010 BAKER

The Baker applies full knowledge of baking trade and is responsible for producing standard baked goods such as bread, rolls, cakes, cookies, biscuits, muffins, and various types of puddings, and ice cream or sherbets. Baker requires a high school diploma or high school equivalent and 0 years of experience.

07040 COOK (Occupational Base)

The Cook prepares food, using various cooking methods, i.e., boiling, roasting, baking, broiling, to make suitable for eating.

07041 COOK I

The Cook I independently performs moderately difficult tasks in preparing small quantities of quickly prepared food such as steaks, chops, cutlets, hamburgers, eggs, salads and other similar items. Excludes workers who exercise general supervision over kitchen activities. Cook I requires a high school diploma or high school equivalent and 0 years of experience.

07042 COOK II

The Cook II prepares in large quantities, by various methods of cooking, meat, poultry, fish, vegetables, seasons and cooks all cuts of various meats, fish and poultry, boils, steams or fries vegetables, makes gravies, soups, sauces, roasts, meat pies, fricassees, casseroles, and stews. Excludes food service supervisors and head cooks who exercise general supervision over kitchen activities. Cook II requires a high school diploma or high school

equivalent plus one year of experience.

07070 DISHWASHER

The Dishwasher manually or mechanically washes and rinses dishes, glasses and silverware; maintains proper temperature for sterilization and adds soap as needed, and performs other duties as assigned. Dishwasher requires a high school diploma or high school equivalent and 0 years of experience.

07130 FOOD SERVICE WORKER (Cafeteria Worker)

The Food Service Worker (Cafeteria Worker) serves as a cafeteria and/or delicatessen/bakery worker helping in the preparation, presentation and serving of specialty meats, delicacies, preserved foods, cheeses, salads, breads and sweets to patrons. The incumbent assists in weighing, pricing and wrapping selected foods on plates, trays and in bags, prepares food displays in counter cases and other display units, greets customers as they arrive at service counter, takes special orders, and answers basic customer questions about specialty foods.

Using prepared ingredients and following routine, repetitive steps, this Worker makes hot and/or cold sandwiches, fruit and vegetable trays, salads and rotisserie chicken, may slice and/or mix simple ingredients, as needed, cleans counters and trays, washes dishes and maintains cleanliness of preparation, work and display areas, inspects and cleans equipment. This Worker may assist in any or all of the following: measuring and mixing ingredients as directed, assists in preparing, cooking and decorating breads, rolls, pastries, cakes and other bakery items, receives, unloads trucks, and stores stock, takes special orders or unusual food requests from customers, takes payment and makes change for customers. Food Service Worker requires a high school diploma or high school equivalent and 0 years of experience.

07260 WAITER/WAITRESS

The Waiter/Waitress serves food and beverages to patrons at counters and tables in coffee shops, lunchrooms, and other dining establishments. This worker presents menus to customers, answers questions, and makes suggestions regarding food and service. Duties include: memorizing or writing order on check, relaying order to kitchen and serving course from kitchen and service bars. The Waiter/Waitress observes guests to fulfill any additional requests and to perceive when meal has been completed, totals bill and accepts payment or refers patron to Cashier. The Waiter/Waitress may ladle soup, toss salads, portion pies and desserts, brew coffee, perform other services as determined by establishment's size and practices, and may clear and reset counters or tables at conclusion of each course or meal. Waiter/Waitress requires a high school diploma or high school equivalent and 0 years of experience.

13000 INFORMATION AND ARTS OCCUPATIONS

13010 EXHIBITS SPECIALIST (Occupational Base)

The Exhibits Specialist constructs and installs exhibit structures, electric wiring, and fixtures of materials, such as wood, plywood, and fiberglass, using hand tools and power tools. This

Specialist studies sketches or scale drawings for temporary or permanent display or exhibit structures to determine type, amount, and cost of material needed. The Specialist confers with exhibit planning and art personnel to discuss structural feasibility of plans and to suggest alternate methods of displaying objects in exhibit; cuts, assembles, and fastens parts to construct framework, panels, shelves, and other exhibit components of specified materials, using hand tools and power tools. The Exhibits Specialist sprays or brushes paint, enamel, varnish, or other finish on structures, or creates special effects by applying finish with cloth, sponge, or fingers to prepare structure for addition of fittings.

This Specialist would mount fittings and fixtures, such as shelves, panel boards, and shadow boxes to framework, using hand tools or adhesives; install electrical wiring, fixtures, apparatus, audiovisual components, or control equipment in framework, according to design specifications, install or affix murals, photographs, graphs, mounted legend materials, and graphics in framework or on fixtures assembles. Typically, the Exhibits Specialist duties also include the following: installing or arranging structures in exhibit galleries working with maintenance and installation personnel, tests electrical, electronic, and mechanical components of exhibit structure to verify operation, may maintain inventory of building materials, tools, and equipment, and order supplies as needed for construction of exhibit fixtures; assigning duties to, and supervising work of carpentry, electrical, and other craft workers engaged in constructing and installing exhibit components.

13011 EXHIBITS SPECIALIST I

At this level, the Exhibits Specialist brings to the job manual dexterity, mechanical skill, and/or artistic skill, plus aptitude for learning exhibits techniques. They perform duties related to the fabrication, finishing and repair of exhibits while acquiring training in museum or exhibits techniques. Exhibits Specialist I requires a high school diploma or high school equivalent and 0 years of experience.

13012 EXHIBITS SPECIALIST II

At this level, the Exhibits Specialist performs independently of the phases of work in which they are proficient and receive training in the more complex processes. Duties relate to the fabrication, finishing and maintenance of exhibits that require a high degree of manual dexterity and moderate but varied artistic skills. Generally, they work from accurate scale drawings, blueprints or sketches with instructions as to the materials to be used and the colors to be matched. On the phases of the work with which they are thoroughly familiar, and within the framework of accepted and proven methods and techniques, there is considerable latitude of choice in execution. The supervisor checks their work at the completion of each phase on work that involves several processes or stages of development. Exhibits Specialist II requires a high school diploma or high school equivalent plus one year of relevant experience.

13013 EXHIBITS SPECIALIST III

At this level, the Exhibits Specialist is responsible for the construction of portions of more complex exhibits, such as models, three-dimensional training aids, or complex exhibit cases and other exhibit furniture. Complexity of work may be indicated by: (a) subject matter which requires extensive study and search of the literature; (b) the need to demonstrate the significance of an event or development; (c) the need to present the development or

evaluation of an event; and (d) subject matter involving several disciplines. Another area of work at this level includes the planning of detailed work processes and actual restoration work on historic structures or valuable items, or the construction of replicas or models requiring greater skill than is required for the work at the Exhibits Specialist II level. At level III, Exhibits Specialists are comparatively free to use judgment in selecting work methods and materials, and developing techniques and color schemes. Exhibits Specialist III requires a high school diploma or high school equivalent plus two years of relevant experience.

13058 LIBRARY TECHNICIAN

The Library Technician provides information service such as answering questions regarding card catalogs and assists in the use of bibliographic tools, such as Library of Congress catalog. The incumbent performs routine cataloging of library materials, files cards in catalog drawers according to system used, answers routine inquiries, and refers persons requiring professional assistance to Librarian. This Technician verifies bibliographic information on order requests, works or directs workers in maintenance of stacks or in section of department or division with tasks such as ordering or receiving section of acquisitions department, card preparation activities in catalog department, or limited loan or reserve desk operation of circulation department. Library Technician requires a high school diploma or high school equivalent and 0 years of experience.

13060 MEDIA SPECIALIST (Occupational Base)

The Media Specialist maintains functionality (expiration dates, incorrect labeling, etc.) for a variety of media sources, e.g., tapes, cassettes, microfiche, film, and compact disks/DVDs, in addition to introduction of new media technology. Troubleshoots and resolves media errors and data processing problems; lower-level media specialists focus on preplanned procedures when troubleshooting, while higher level media specialist may deviate from standard operating procedures.

13061 MEDIA SPECIALIST I

The Media Specialist I maintains library of media (tapes, cassettes and microfiche), which presents few difficult data processing problems (e.g. damaged media or misplaced media). In response to data processing problems, this person applies data processing or corrective procedures, refers problems which do not have preplanned procedures, and works under general supervision of the higher-level Media Specialists. Media Specialist I requires a high school diploma or high school equivalent and 0 years of experience.

13062 MEDIA SPECIALIST II

This Specialist maintains a range of media (tapes, cassettes and microfiche). In addition to maintaining the media library and resolving common data processing problems, the incumbent diagnoses and acts on media errors not fully covered by existing procedures and guidelines (e.g., tape, disposition or making mechanical adjustments to maintain or restore media equipment). In response to media error reports, this Worker may deviate from standard procedures if standard procedures do not provide a solution and refers still-unresolved problems to Media Specialist III. Media Specialist II requires a high school diploma or high school equivalent plus one year of relevant experience.

13063 MEDIA SPECIALIST III

The Media Specialist III adapts to a variety of nonstandard problems that require extensive specialist assistance (e.g., expiration date on media, media internally labeled incorrectly or frequent introduction of new media technology). In response to media error conditions, this Worker chooses or devises a course of action from among processing tanks and dryer, around polished drum, and onto take-up reel. The specialist turns valves to fill tanks with premixed solutions such as developer, dyes, stop-baths, fixers, bleaches, and washes, moves thermostatic control to keep steam-heated drum at specified temperature, and splices sensitized paper to leaders using tape. The specialist then starts machine and throws switches to synchronize drive speeds of processing and drying units, compares processed prints with color standard, reports variations to control department, adds specified amount of chemicals to renew solutions, and maintains production records. Media Specialist III requires a high school diploma or high school equivalent plus two years of relevant experience.

13070 PHOTOGRAPHER (Occupational Base)

The Photographer takes pictures requiring knowledge of photographic techniques, equipment, and processes. Typically, some familiarity with the organization's activities (i.e., scientific, engineering, industrial, technical, retail, commercial, etc.) and some artistic ability are needed at higher levels. Depending on the objectives of the assignment, photographers use standard equipment (including simple still, graphic, and motion picture cameras, video and television hand cameras, and similar commonly used equipment) and/or use special-purpose equipment (including specialized still and graphic cameras, motion picture production, television studio, and high-speed cameras and equipment). At the higher levels, a complex accessory system of equipment may be used, as needed, with sound or lighting systems, generators, timing or measurement control mechanisms, or improvised stages or environments, etc. Work of photographers at all levels is reviewed for quality and acceptability. The Photographer may also develop, process, and edit film or tape, serve as a lead photographer to lower-level workers, or may perform work described at lower levels as needed.

Positions are matched to the appropriate level based on the difficulty of, and responsibility for the photography performed, including the subject-matter knowledge and artistry required to fulfill the assignment. While the equipment may be an indication of the level of difficulty, photographers at the higher level may use standard equipment, as needed.

13071 PHOTOGRAPHER I

The Photographer I takes routine pictures in situations where several shots can be taken. This Photographer uses standard still cameras for pictures lacking complications, such as speed, motion, color contrast, or lighting. Photographs are taken for identification, employee publications, information, or publicity purposes. Workers must be able to focus, center, and provide simple flash-type lighting for an uncomplicated photograph. Typical subjects are employees who are photographed for identification, award ceremonies, interviews, banquets or meetings; or external views of machinery, supplies, equipment, building, damaged shipments, or other subjects photographed to record conditions. Assignments

usually are performed without direct guidance due to the clear and simple nature of the desired photograph. Photographer I requires a high school diploma or high school equivalent and 0 years of experience.

13072 PHOTOGRAPHER II

This Photographer uses standard still cameras, commonly available lighting equipment and related techniques to take photographs, which involve limited problems of speed, motion, color contrast, or lighting. Typically, the subjects photographed are similar to those at Level I, but the technical aspects require more skill. Based on clear-cut objectives, this Worker determines shutter speeds, lens settings and filters, camera angles, exposure times, and type of film. This position requires familiarity with the situation gained from similar past experience to arrange for specific emphasis, balanced lighting, and correction for distortion, etc., as needed. The Photographer II may use 16mm or 35mm motion picture cameras for simple shots such as moving equipment or individuals at work or meetings, where available or simple artificial lighting is used. Ordinarily, there is opportunity for repeated shots or for retakes if the original exposure is unsatisfactory. This Photographer consults with supervisor or photographers that are more experienced when problems are anticipated. Photographer II requires a high school diploma or high school equivalent plus one year of relevant experience.

13073 PHOTOGRAPHER III

The Photographer III selects from a range of standard photographic equipment for assignments demanding exact renditions, normally without opportunity for later retakes, when there are specific problems or uncertainties concerning lighting, exposure time, color, artistry, etc. Job tasks require this worker to discuss technical requirements with operating officials or supervisor and customize treatment for each situation according to a detailed request, vary camera processes and techniques, and use the setting and background to produce esthetics, as well as accurate and informative pictures. Typically, standard equipment is used at this level, although "specialized" photography can be performed using some special-purpose equipment under closer supervision.

In typical assignments, the Photographer III photographs the following: (1) drawings, charts, maps, textiles, etc., requiring accurate computation of reduction ratios and exposure times and precise equipment adjustments; (2) tissue specimens in fine detail and exact color when color and condition of the tissue may deteriorate rapidly; (3) medical or surgical procedures or conditions which normally cannot be recaptured; (4) machine or motor parts to show wear or corrosion in minute wires or gears; (5) specialized real estate, goods and products for catalogs or listings when salability is enhanced by the photography; (6) work, construction sites, or patrons in prescribed detail to substantiate legal claims, contracts, etc.; (7) artistic or technical design layouts requiring precise equipment settings; and (8) fixed objects on the ground or air-to-air objects which must be captured quickly and require directing the pilot to get the correct angle of approach. This person works independently; solves most problems through consultations with more experienced photographers, if available, or through reference sources. Photographer III requires a high school diploma or high school equivalent plus two years of relevant experience.

13074 PHOTOGRAPHER IV

The Photographer IV uses special-purpose cameras and related equipment for assignments in which the photographer usually makes all the technical decisions, although the objective of the pictures is determined by operating officials. This Worker conceives and plans the technical photographic effects desired by operating officials and discusses modifications and improvements to their original ideas in light of the potential and limits of the equipment, improvises photographic methods and techniques or selects and alters secondary photographic features (e.g., scenes, backgrounds, colors, lighting). Many assignments afford only one opportunity to photograph the subject. Typical examples of equipment used at this level include ultra-high speed, motion picture production, studio television, animation cameras, specialized still and graphic cameras, electronic timing and triggering devices, etc.

Some assignments are characterized by extremes in light values and the use of complicated equipment. This photographer sets up precise photographic measurement and control equipment; uses high speed color photography, synchronized stroboscopic (interval) light sources, and/or timed electronic triggering; operates equipment from a remote point; or arranges and uses cameras operating at several thousand frames per second. In other assignments, selects and sets up motion picture or television cameras and accessories and shoots a part of a production or a sequence of scenes, or takes special scenes to be used for background or special effects in the production. This person works under guidelines and requirements of the subject-matter area to be photographed and consults with supervisors only when dealing with highly unusual problems or altering existing equipment. Photographer IV requires a high school diploma or high school equivalent plus three years of relevant experience.

13075 PHOTOGRAPHER V

As a top technical expert, the Photographer V exercises imagination and creative ability in response to photography situations requiring novel and unprecedented treatment. This worker typically performs one or more of the following assignments: (1) develops and adapts photographic equipment or processes to meet new and unprecedented situations, e.g. works with engineers and physicists to develop and modify equipment for use in extreme conditions such as excessive heat or cold, radiation, high altitude, under water, wind and pressure tunnels, or explosions; (2) plans and organizes the overall technical photographic coverage for a variety of events and developments in phases of a scientific, industrial, medical, or research project; or (3) creates desired illusions or emotional effects by developing trick or special effects photography for novel situations requiring a high degree of ingenuity and imaginative camera work to heighten, simulate, or alter reality.

The Photographer V Independently develops, plans, and organizes the overall technical photographic aspects of assignments in collaboration with operating officials who are responsible for project substance. This worker uses imagination and creative ability to implement objectives within the capabilities and limitations of cameras and equipment, may exercise limited control over the substance of events to be photographed by staging actions, suggesting behavior of the principals, and rehearsing activities before photographs are taken. Photographer V requires a high school diploma or high school equivalent plus four year of relevant experience.

13110 VIDEO TELECONFERENCE TECHNICIAN

The Video Teleconference Technician operates video teleconferencing equipment including powering up teleconferencing equipment, checking equipment for proper operation, setting audio levels, positioning camera functions, performing secure or non-secure setup; operate or assist in operating session control panel, studio control unit, and high-resolution graphics. Job tasks require this technician to provide assistance to users in conducting video teleconference sessions, which may include conference preparation, and monitor VTC equipment and system performance, reporting equipment and network problems to appropriate parties for maintenance or repair. The Video Teleconference Technician's responsibilities may include operation of briefing computers, projectors or other audiovisual equipment in conjunction with video teleconferencing services; may include scheduling video teleconferencing sessions, training personnel in operation of video teleconferencing equipment, and other audiovisual equipment associated with video teleconferencing services. Video Teleconference Technician requires a high school diploma or high school equivalent and 0 years of experience.

99000 MISCELLANEOUS OCCUPATIONS

99030 CASHIER

The Cashier receives cash from customers or employees in payment for goods or services and records amounts received, computes or re-computes bills, itemized lists, and tickets showing amount due using adding machine or cash register, makes change, cashes checks and issues receipts or tickets to customers; records amounts received, prepares reports of transactions, reads and records totals shown on cash register tape and verifies against cash on hand. The Cashier may make credit card transactions and may be required to know the value and features of items for which money is received. This worker may give cash refunds or issue credit memorandums to customers for returned merchandise, operate ticket-dispensing machines, sell candy, cigarettes, gum and gift certificates, and issue trading stamps. This person is usually employed in restaurants, cafeterias, theaters, retail stores, and other establishments. Cashier requires a high school diploma or high school equivalent and 0 years of experience.

99050 DESK CLERK

The Desk Clerk performs any combination of the following duties for guests of hotel, motel, or other lodging facility: registers and assigns rooms to guests, issues and receives room keys, date-stamps, sorts, and racks incoming mail and messages; receives and transmits messages using equipment such as telephone switchboard, console, telegraph, and teletype, answers inquiries pertaining to establishment services, shopping, dining, entertainment, and travel directions, keeps records of room availability and guests' accounts, computes bills, collects payments, and makes changes for guests.

The Desk Clerk makes and confirms room reservations, may post charges such as room, food, liquor, or telephone to casebooks by hand or machine, make restaurant, transportation, or entertainment reservations, and arrange for tours, may deposit guests' valuables in safe or safe-deposit box, and may sell tobacco, candy, and newspapers. Desk Clerk requires a high school diploma or high school equivalent and 0 years of experience.

99810 SALES CLERK

The Sales Clerk sells a variety of inexpensive merchandise usually in a retail trade establishment, for which knowledge of the items sold is not a primary requirement. This incumbent performs the following tasks: stocks shelves, counters, or tables with merchandise, sets up advertising displays or arranges merchandise on counters or tables to promote sales, stamps, marks, or tags price on merchandise; obtains merchandise requested by customer or receives merchandise selected by customer; totals price and tax on merchandise selected by customer using paper and pencil, cash register, or adding machine to determine bill. This worker receives payment and makes change, occasionally calculates sales discount in determining sales slip, wraps or bags merchandise for customers, cleans shelves, counter, or tables, as necessary; may keep record of sales, prepare inventory of stock, or order merchandise; and may be designated according to product sold or type of store. Sales Clerk requires a high school diploma or high school equivalent and 0 years of experience.

TECHNICAL, SCIENTIFIC, LEGAL, MEDICAL, PROTECTIVE, and PROFESSIONAL OCCUPATIONS

30060 DRAFTER/CAD OPERATOR (Occupational Base)

The Draft/CAD Operator performs drafting work manually or using a computer, requiring knowledge and skill in drafting methods, procedures, and techniques, prepares drawings of structures, facilities, land profiles, water systems, mechanical and electrical equipment, pipelines, duck systems, and similar equipment, systems, and assemblies. Drawings are used to communicate engineering ideas, design, and information. This operator uses recognized systems of symbols, legends, shadings, and lines having specific meanings in drawings.

Excluded are:

- a. Designers using technical knowledge and judgment to conceive, plan, or modify designs;
- b. Illustrators or graphic artists using artistic ability to prepare illustrations;
- c. Office drafters preparing charts, diagrams, and room arrangements to depict statistical and administrative data;
- d. Cartographers preparing maps and charts primarily using a technical knowledge of cartography;
- e. Positions below level I; workers in these trainee positions either trace or copy finished drawings under close supervision or, receive instruction in the elementary methods and techniques of drafting; and
- f. Supervisors.

Positions are classified into levels based on the following definitions.

30061 DRAFTER/CAD OPERATOR I

This operator prepares drawings or computer models of simple, easily visualized structures, systems, parts or equipment from sketches or marked-up prints, selects appropriate

templates/computer programs or uses a compass and other equipment needed to complete assignments. Drawings and models fit familiar patterns and present few technical problems. Supervisor provides detailed instructions on new assignments, gives guidance when questions arise, and reviews completed work for accuracy. Typical assignments include:

- a. Revisions to the original drawings of a plumbing system by increasing pipe diameters.
- b. Drawing from sketches, the building floor plans, determining size, spacing and arrangement of freehand lettering according to scale.
- c. Drawing simple land profiles from predetermined structural dimensions and reduced survey notes.
- d. Tracing river basin maps and enters symbols to denote stream sampling locations, municipal and industrial waste discharges, and water supplies.
- e. Preparing a computer model of a room, building, structure from data, prints, and/or photos

Draft/CAD Operator I requires a high school diploma or high school equivalent and 0 years of experience.

30062 DRAFTER/CAD OPERATOR II

This operator prepares various drawings computer models of such units as construction projects or parts and assemblies, including various views, sectional profiles, irregular or reverse curves, hidden lines, and small or intricate details. Work requires use of most of the conventional drafting and CAD techniques and a working knowledge of the terms and procedures of the occupation. The Draft/CAD Operator II makes arithmetic computations using standard formulas. Familiar or recurring work is assigned in general terms. Unfamiliar assignments include information on methods, procedures, sources of information, and precedents to follow. Simple revisions to existing drawings or computer models may be assigned with a verbal explanation of the desired results. More complex revisions are produced from sketches, computer models or specifications that clearly depict the desired product. Typical assignments include:

- a. Preparing several views of a simple gear system from a layout and manual references and obtaining dimensions and tolerances from manuals and by measuring the layout.
- b. Preparing and revising detail and design drawings for such projects as the construction and installation of electrical or electronic equipment, plant wiring, and the manufacture and assembly of printed circuit boards. Drawings typically include details of mountings, frames, guards, or other accessories; conduit layouts; or wiring diagrams indicating transformer sizes, conduit locations and mountings.
- c. Drawing base and elevation views, sections, and details of new bridges or other structures, revising complete sets of roadway drawings for highway construction projects, or preparing block maps, indicating water and sewage line locations.

Drafter/CAD Operator II requires a high school diploma or high school equivalent plus one year of relevant experience.

30063 DRAFTER/CAD OPERATOR III

This operator prepares complete sets of complex drawings or computer models that include multiple views, detail drawings, and assembly drawings. Drawings or models include complex design features that require considerable drafting skill to visualize and portray. Assignments regularly require the use of mathematical formulas to draw land contours or to compute weights, center of gravity, load capacities, dimensions, quantities of material, etc. The Draft/CAD Operator works from sketches, computer models, and verbal information supplied by an engineer, architect, or designer to determine the most appropriate views, detail drawings, and supplementary information needed to complete assignments. This operator selects required information from computer programs, and internet sites, precedents, manufacturers' catalogs, and technical guides. This operator independently resolves most of the problems encountered. Supervisor or design originator may suggest methods of approach or provide advice on unusually difficult problems. Typical assignments include:

- a. Prepares complete sets of drawings of test equipment to be manufactured from layouts, models, or sketches. Several cross-sectional and subassembly drawings are required. From information supplied by the design originator and from technical handbooks and manuals, this operator describes dimensions, tolerances, fits, fabrication techniques, and standard parts to use in manufacturing the equipment.
- b. From electronic schematics, information as to maximum size, and manuals giving dimensions of standard parts, determines the arrangement and prepares drawing of printed circuit boards.
- c. From precedents, drafting standards, and established practices, prepares final construction drawings for floodgates, navigation locks, dams, bridges, culverts, levees, channel excavations, dikes and berms, prepares boring profiles, typical cross-sections, and land profiles; and delineates related topographical details as required.
- d. Prepares final drawings for street paving and widening or for water and sewer lines having complex trunk lines; reduces field notes and calculates true grades. From engineering designs, lays out plan, profile and detail appurtenances required; and notifies supervisor of conflicting details in design.
- e. Excludes drafter performing work of similar difficulty to that described at this level but who provides support for a variety of organizations that have widely differing functions or requirements.

Drafter/CAD Operator III requires a high school diploma or high school equivalent plus two years of relevant experience.

30064 DRAFTER/CAD OPERATOR IV

This operator works closely with design originators, preparing drawings or computer models of unusual, complex, or original designs that require a high degree of precision, performs unusually difficult assignments requiring considerable initiative, resourcefulness, and drafting expertise. This incumbent assures that anticipated problems in manufacture, assembly, installation, and operation are resolved by the drawing produced, exercises independent judgment in selecting and interpreting data based on knowledge of the design intent. Although working primarily as a drafter, this worker may occasionally interpret general designs prepared by others to complete minor details, may provide advice and guidance to lower-level drafters or serve as coordinator and planner for large and complex

drafting projects. Drafter/CAD Operator IV requires a high school diploma or high school equivalent plus three years of relevant experience.

30080 ENGINEERING TECHNICIAN (Occupational Base)

To be covered by these definitions, employees must meet all of the following criteria: Be able to provide semi-professional technical support for engineers working in such areas as research, design, development, testing, or manufacturing process improvement. Work pertains to electrical, electronic, or mechanical components or equipment. These technicians are required to have some practical knowledge of science or engineering. Some positions may require a practical knowledge of mathematics or computer science. Included are workers who prepare design drawings and assist with the design, evaluation, and/or modification of machinery and equipment.

Excluded are:

- a. Production and maintenance workers, including workers engaged in calibrating, repairing, or maintaining electronic equipment (see Maintenance Electronics Technicians);
- b. Model Makers and other craft workers.
- c. Quality Control Technicians and Testers.
- d. Chemical and other non-engineering laboratory technicians.
- e. Civil Engineering Technicians and Drafters.
- f. Positions (below Level I) which are limited to simple tasks such as: measuring items or regular shapes with a caliper and computing cross-sectional areas; identifying, weighing, and marking easy-to-identify items; or recording simple instrument readings at specified intervals; and engineers required to apply a professional knowledge of engineering theory and principles.

30081 ENGINEERING TECHNICIAN I

This technician performs simple routine tasks under close supervision or from detailed procedures. Work is checked in progress or on completion. This person performs one or a combination of such typical duties as:

- a. Assembling or installing equipment or parts requiring simple wiring, soldering, or connecting.
- b. Performing simple or routine tasks or tests such as tensile or hardness tests; operating and adjusting simple test equipment; records test data.
- c. Gathering and maintaining specified records of engineering data such as tests, drawings, etc.; performing computations by substituting numbers in specified formulas; plotting data and drawing simple curves and graphs.

Engineering Technician I requires a high school diploma or high school equivalent and 0 years of experience.

30082 ENGINEERING TECHNICIAN II

The Engineering Technician II performs standardized or prescribed assignments involving a sequence of related operations, follows standard work methods on recurring assignments but receives explicit instructions on unfamiliar assignments. Technical adequacy of routine

work is reviewed on completion; non-routine work may be reviewed in progress. This technician performs at this level, one or a combination of such typical duties as:

- a. Following specific instructions, assembles or constructs simple or standard equipment or parts, servicing or repairing simple instruments or equipment.
- b. Conducting a variety of tests using established methods, preparing test specimens, adjusting and operating equipment, recording test data, and pointing out deviations resulting from equipment malfunction or observational errors.
- c. Extracting engineering data from various prescribed but non-standardized sources, processing the data following well-defined methods including elementary algebra and geometry, and presenting the data in prescribed form.

Engineering Technician II requires a high school diploma or high school equivalent plus two years of relevant experience.

30083 ENGINEERING TECHNICIAN III

The Engineering Technician III performs assignments that are not completely standardized or prescribed, selects or adapts standard procedures or equipment, using fully applicable precedents, receives initial instructions, equipment requirements, and advice from supervisor or engineer as needed, performs recurring work independently. Work is reviewed for technical adequacy or conformity with instructions. This technician performs at this level one or a combination of such typical duties as:

- a. Constructing components, subunits, or simple models or adapts standard equipment; may troubleshoot and correct malfunctions.
- b. Following specific layout and scientific diagrams to construct and package simple devices and subunits of equipment.
- c. Conducting various tests or experiments which may require minor modifications in test setups or procedures as well as subjective judgments in measurement, selecting, preparing, and operating standard test equipment and recording test data.
- d. Extracting and compiling a variety of engineering data from field notes, manuals, lab reports, etc., processing data, identifying errors or inconsistencies, selecting methods of data presentation.
- e. Assisting in design modification by compiling data related to design, specifications, and materials that are pertinent to specific items of equipment or component parts; developing information concerning previous operational failures and modifications and using judgment and initiative to recognize inconsistencies or gaps in data and seek sources to clarify information.

Engineering Technician III requires a high school diploma or high school equivalent plus four years of relevant experience.

30084 ENGINEERING TECHNICIAN IV

The Engineering Technician IV performs non-routine assignments of substantial variety and complexity, using operational precedents that are not fully applicable, such assignments that are typically parts of broader assignments, are screened to eliminate unusual design problems. This incumbent may plan such assignments. This technician receives technical advice from a supervisor or engineer. Work is reviewed for technical adequacy (or conformity with instructions). This position may be assisted by lower-level technicians and

have frequent contact with professionals and others within the establishment, and performs one or a combination of such typical duties as:

- a. Developing or reviewing designs by extracting and analyzing a variety of engineering data, applying conventional engineering practices to develop, prepare, or recommend schematics, designs, specifications, electrical drawings and parts lists. (Examples of designs include detailed circuit diagrams; hardware fittings or test equipment involving a variety of mechanisms; conventional piping systems; and building site layouts).
- b. Conducting tests or experiments requiring selection and adaptation or modification of a wide variety of critical test equipment and test procedures, preparing and operating equipment, recording data, measuring and recording problems of significant complexity that sometimes require resolution at a higher level, and analyzes data and prepares test reports.
- c. Applying methods outlined by others to limited segments of research and development projects, constructing experimental or prototype models to meet engineering requirements; conducts tests or experiments and redesigns as necessary and recording and evaluating data and reports findings.

Engineering Technician IV requires a high school diploma or high school equivalent plus six years of relevant experience.

30085 ENGINEERING TECHNICIAN V

This technician performs non-routine and complex assignments involving responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more diverse project, selects and adapts plans, techniques, designs, or layouts, contacts personnel in related activities to resolve problems and coordinate the work, reviews, analyzes, and integrates the technical work of others. Supervisor or professional engineer outlines objectives, requirements, and design approaches. Completed work is reviewed for technical adequacy and satisfaction of requirements. This incumbent may train and be assisted by lower-level technicians, and performs one or a combination of the following:

- a. Designs, develops, and constructs major units, devices, or equipment; conducts tests or experiments; analyzes results and redesigns or modifies equipment to improve performance; and reports results.
- b. From general guidelines and specifications (e.g., size or weight requirements), develops designs for equipment without critical performance requirements that are difficult to satisfy such as engine parts, research instruments, or special purpose circuitry. Analyzes technical data to determine applicability to design problems; selects from several possible design layouts; calculates design data; and prepares layouts, detailed specifications, parts lists, estimates, procedures, etc. May check and analyze drawings or equipment to determine adequacy of drawings and design.
- c. Plans or assists in planning tests to evaluate equipment performance. Determines test requirements, equipment modification, and test procedures; conducts tests using all types of instruments; analyzes and evaluates test results and prepares reports on findings and recommendations.

Engineering Technician V requires a high school diploma or high school equivalent plus eight years of relevant experience.

30086 ENGINEERING TECHNICIAN VI

This technician independently plans and accomplishes complete projects or studies of broad scope and complexity, or serves as an expert in a narrow aspect of a particular field of engineering, e.g., environmental factors affecting electronic engineering. Complexity of assignments typically requires considerable creativity and judgment to devise approaches to accomplish work, resolve design and operational problems, and make decisions in situations where standard engineering methods, procedures, and techniques may not be applicable. Supervisor or professional engineer provides advice on unusual or controversial problems or policy matters. Completed work is reviewed for compliance with overall project objectives. This worker may supervise or train and be assisted by lower-level technicians, and performs, one or a combination of the following:

- a. Prepares designs and specifications for various complex equipment or systems (e.g., a heating system in an office building, or new electronic components such as solid-state devices for instrumentation equipment).
- b. Plans approach to solve design problems; conceives and recommends new design techniques; resolves design problems with contract personnel, and assures compatibility of design with other parts of the system.
- c. Designs and coordinates test set-ups and experiments to prove or disprove the feasibility of preliminary design; uses untried and untested measurement techniques; and improves the performance of the equipment. May advise equipment users on redesign to solve unique operational deficiencies.
- d. Plans approach and conducts various experiments to develop equipment or systems characterized by (a) difficult performance requirements because of conflicting attributes such as versatility, size, and ease of operation; or (b) unusual combination of techniques or components. Arranges for fabrication of pilot models and determines test procedures and design of special test equipment.

Engineering Technician VI requires a high school diploma or high school equivalent plus ten years of relevant experience.

ACCOUNTANT I

Prepares balance sheets, profit and loss statements, and other financial reports. Responsibilities also include analyzing trends, costs, revenues, financial commitments, and obligations incurred to predict future revenues and expenses. Reports organization's finances to management, and offers suggestions about resource utilization, tax strategies, and assumptions underlying budget forecasts. May require a bachelor's degree in area of specialty and 0-2 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager. Accountant I requires a bachelor's degree or four years of combined education and relevant experience.

ACCOUNTANT II

Prepares balance sheets, profit and loss statements, and other financial reports. Responsibilities also include analyzing trends, costs, revenues, financial commitments, and obligations incurred to predict future revenues and expenses. Reports organization's finances to management, and offers suggestions about resource utilization, tax strategies, and assumptions underlying budget forecasts. May require a bachelor's degree in area of specialty and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager. Accountant II requires a bachelor's degree plus two years of relevant experience or six years of combined education and experience.

ACCOUNTANT III

Prepares balance sheets, profit and loss statements, and other financial reports. Responsibilities also include analyzing trends, costs, revenues, financial commitments, and obligations incurred to predict future revenues and expenses. Reports organization's finances to management, and offers suggestions about resource utilization, tax strategies, and assumptions underlying budget forecasts. Requires a bachelor's degree in area of specialty, and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department. Accountant III requires a bachelor's degree plus four years of relevant experience or eight years of combined education and experience.

ADMINISTRATIVE OPERATIONS MANAGER I

Solves problems through analysis and evaluation of the facts. Distinguishes issues and circumstances that make each case distinct, then formulates alternative solutions, taking into account the relative benefits and consequences that must be considered. Develops program goals, objectives and organizational plans for the efficient delivery of services. Facilitates local level advisory group. Provides direction to the group in order to improve the delivery of good and services to citizens, customers, and clients. A Bachelor's Degree in any field of study from an accredited college or university and six (6) years of professional level experience with a tactical impact directly related to the purpose of the position defined by the agency at the time of recruitment. Any combination of education from an accredited college or university and/or direct experience in this occupation totaling ten (10) years may substitute for the required education and experience.

ADMINISTRATIVE OPERATIONS MANAGER II

Solves problems through analysis and evaluation of the facts. Distinguishes issues and circumstances that make each case distinct, then formulates alternative solutions, taking into account the relative benefits and consequences that must be considered. Develops program goals, objectives and organizational plans for the efficient delivery of services. Facilitates local level advisory group. Provides direction to the group in order to improve the delivery of good and services to citizens, customers, and clients. A Bachelor's Degree in

any field of study from an accredited college or university and eight (8) years of professional level experience with a tactical impact directly related to the purpose of the position defined by the agency at the time of recruitment. Any combination of education from an accredited college or university and/or direct experience in this occupation totaling twelve (12) years may substitute for the required education and experience.

AUDITOR I

Audits the accounting and financial data of various departments within an organization to ensure accuracy and compliance with government guidelines and laws. Identifies improper accounting or documentation and researches issues and makes recommendations to improve policies or procedures accordingly. May work with outside auditors to help reconcile discrepancies or support the external auditing function. Requires a bachelor's degree in accounting and 0-2 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager. Auditor I requires a bachelor's degree or four years of combined education and relevant experience.

AUDITOR II

Audits the accounting and financial data of various departments within an organization to ensure accuracy and compliance with government guidelines and laws. Identifies improper accounting or documentation and researches issues and makes recommendations to improve policies or procedures accordingly. May work with outside auditors to help reconcile discrepancies or support the external auditing function. Requires a bachelor's degree in accounting and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a supervisor or manager. A certain degree of creativity and latitude is required. Auditor II requires a bachelor's degree plus two years of relevant experience or four years of combined education and relevant experience.

AUDITOR III

Audits the accounting and financial data of various departments within an organization to ensure accuracy and compliance with government guidelines and laws. Identifies improper accounting or documentation and researches issues and makes recommendations to improve policies or procedures accordingly. Works with outside auditors to help reconcile discrepancies or support the external auditing function. Requires a bachelor's degree in accounting and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report to an executive or a manager. A wide degree of creativity and latitude is expected. Auditor III requires a bachelor's degree plus four years of relevant experience or eight years of combined education and relevant experience.

COMMUNITY ENGAGEMENT COORDINATOR

MA in Education, Social Work or a related field preferred, or a BA and a minimum of 6 years of experience in human service or related fields involving support to underserved youth and their families. Will act as a community/school facilitator and mobilizer, intentionally involving community members and school staff in a range of activities that address non-academic barriers to learning, with concentration on extended learning, health and wellness, positive school climate, and socioeconomic disparities. Will also advance full-service community school programmatic and integration goals, assuring that Elev8 component services (extended learning, school-based health care, and family engagement and supports) connect to school goals and other community services/supports. Will support a linkage between the local community issues and national education and health reform efforts. Must be able to read, write & understand English. Must be computer literate. Community Engagement Coordinator Auditor II requires a bachelor's degree plus six years of relevant experience or a master's degree.

COMPLIANCE OFFICER

Examines, evaluates, and investigates eligibility for or conformity with laws and regulations governing contract compliance of licenses and permits, and other compliance and enforcement inspection activities not classified elsewhere. Compliance Officer requires a high school diploma or high school equivalent plus one year of relevant experience.

CONTRACT SPECIALIST I

Aids in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions. Requires a bachelor's degree and 0-2 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under direct supervision; typically reports to a manager.

CONTRACT SPECIALIST II

Aids in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions. Requires a bachelor's degree and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a manager.

CONTRACT SPECIALIST III

Aids in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions. Requires a bachelor's degree and at least 4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complex tasks. Works under general supervision; typically reports to a manager.

DESKTOP PUBLISHER

Desktop publishers use computer software to design page layouts for newspapers, books,

brochures, and other items that are printed or published online. Desktop publishers typically do the following:

- a. Review text, graphics, or other materials created by writers and designers
- b. Edit graphics, such as photographs or illustrations
- c. Import text and graphics into publishing software
- d. Integrate images and text to create cohesive pages
- e. Adjust text properties, such as size, column width, and spacing
- f. Revise layouts and make corrections as necessary
- g. Submit or upload final files for printing or online publishing
- h. Desktop publishers use publishing software to create page layouts for print or electronic publication. They may edit text by correcting its spelling, punctuation, and grammar.

Desktop publishers often work with other design, media, or marketing workers, including writers, editors, and graphic designers. For example, they work with graphic designers to come up with images that complement the text and fit the available space. Desktop Publisher requires a high school diploma or high school equivalent and 0 years of experience.

FINANCIAL ANALYST

Compiles and analyzes financial information for an organization. Develops integrated revenue/expense analyses, projections, reports, and presentations. Creates and analyzes monthly, quarterly, and annual reports and ensures financial information has been recorded accurately. Identifies trends and developments in competitive environments and presents findings to senior management. Performs financial forecasting and reconciliation of internal accounts. Requires a bachelor's degree and 4-7 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others.

GENERALIST

Employees in this classification help organizations effectively use employee skills, provide training and development opportunities to improve those skills, and increase employees' satisfaction with their jobs and working conditions. Generalist I requires a high school diploma or high school equivalent plus two years of relevant experience. Generalist II requires a high school diploma or high school equivalent plus four years of relevant experience, an associate's degree plus two years of relevant experience, or a bachelor's degree.

INVESTIGATION CASE WORKER

The CPS Investigation Case Worker initiates CPS investigations and conducts case management of Child Protective Services investigations cases (family services and legal) consistent with policy and procedures so as to permit the attainment of federal standards and performance based budget measures - assigned investigations per month or a combination of investigations and permanency cases which are of equal weight. The CPS Investigation Case Worker assesses safety of children alleged to be maltreated and ensures that the appropriate safety decision is made, and that services are provided to parents and children to mitigate identified safety threats. Requires a bachelor's degree and two years of relevant experience.

INVESTIGATOR

Investigators perform professional investigative work in the enforcement of state and federal laws, rules and regulations, or the enforcement of state agency promulgated rules and regulations. They gather and documents facts, conduct interviews, examine records and collect evidence for violations of law or agency governing statutes, rules or regulations. Requires a bachelor's degree and two years of relevant experience or six combined years of education and experience.

MARKET RESEARCH ANALYST

Research market conditions in local, regional or national areas to determine potential sales of a product or service. May gather information on competitors, prices, sales and methods of marketing and distribution. May use survey results to create a marketing campaign based on regional preferences and buying habits. Requires a high school diploma or high school equivalent plus one year of relevant experience.

OIL & GAS ROYALTY CONSULTANT

This position will assist in training the Royalty Management Division (RMD) on industry practices related to oil and gas royalty reporting, NM State Land Office (SLO) statutory and regulatory requirements, and SLO internal procedures, computer systems, and databases to assure staff possess the skills necessary to successfully perform their duties. This position will also train on researching and issuing production unit numbers, resolving suspense, and all aspects of the RMD audit program including assisting with conducting external field and desk audits of oil and gas companies that consist of highly complex, technical, and legal issues. This position will support RMD Management in training on SLO business related activity such as revenue forecasts, legislative bill analysis, fiscal budget management, the agency's financial audit, PUN development, unit and communitization revamp, web report development, and RAPs queries.

PROJECT ASSISTANT

The Project Assistant supports a project manager with administrative tasks to ensure the project can proceed according to plan. They often write reports, attend meetings, analyze data, manage resources, create schedules, update and file documentation, and track progress toward milestones. They may also provide direction to project team members or assist them with their duties to meet deadlines. Project Assistant requires a high school diploma or high school equivalency and 0 years of experience.

PROJECT MANAGER

Plan, direct, or coordinate, personnel and activities concerned with the design and construction and maintenance of commercial or industrial structures, facilities, and systems. Participate in the conceptual development of construction projects and oversee their organization, scheduling, budgeting, and implementation; includes managers in specialized construction fields, such as carpentry, plumbing, electrical and structural elements. Requires a bachelor's degree and six years of experience or ten years of combined education and experience.

PROGRAM ANALYST

The Program Analyst's responsibilities include supporting the project manager with overseeing and coordinating projects, contributing to project planning, preparing and maintaining documentation, reviewing contracts and financials, monitoring project activities, and evaluating the overall project. Program Analyst requires a high school diploma or high school equivalency and 0 years of experience.

PROGRAM MANAGER

The program manager coordinates activities between multiple projects to ensure they align with the organization's goals. The exact program manager's duties may vary between companies and by the department. Requires a bachelor's degree and three years of relevant experience.

RESEARCHER

Identify research goals, establish methods, and gather accurate information for research projects. Researcher requires a high school diploma or high school equivalency and 0 years of experience.

SECURITY GUARD

Security guards patrol and inspect property to protect against fire, theft, vandalism, terrorism, and illegal activity. They protect their employer's property, enforce laws on the property, deter criminal activity, and other problems. These workers may be armed. They use various forms of telecommunications to call for assistance from police, fire, or emergency medical services. Security guards write comprehensive reports outlining their observations and activities during their assigned shift. They also may interview witnesses or victims, prepare case reports, and testify in court.

In contrast, guards assigned to mobile patrol drive or walk from one location to another and conduct security checks within an assigned area. They may detain or arrest criminal violators, answer service calls concerning criminal activity or other safety concerns, and issue traffic violation warnings. Guards maintain order and protect the institution's customers, staff, and property. Security officers protect information, products, computer codes, and defense secrets, and check the credentials of people and vehicles entering and leaving the premises.

All security officers must show good judgment and common sense, follow directions, testify accurately in court, and follow company policy and guidelines. In an emergency, they must be able to take charge and direct others to safety. Security Guard I requires a high school diploma or high school equivalent and 0 years of experience. Security Guard II requires a high school diploma or high school equivalent plus one year of relevant experience.

SENIOR CASE MANAGER

BA or BS in sociology, psychology or related field of study. Minimum of two years of experience, one of these years must have been in a supervisory capacity. Will work with public, private youth and human services agencies. Provide crisis intervention services to clients when necessary. Must be able to read, write & understand English.

CAPITAL FUND ADMINSTRATOR

Track appropriations, funding agreements, notices of obligation, grant balance, reimbursements, grant balance and related documents; Support department and division staff in drafting, editing, submitting, and presenting packets for Governing Body approval and execution of funding agreements; Maintain complete and organized electronic files related to all grant actions; Assist department in fiscal year-end capital budget reconciliation, capital carry-forward budgeting, and capitalization of assets; Facilitate City project managers to submit progress reports as required by granting authorities; Facilitate City project managers to post and maintain up-to-date project status on public works capital projects public dashboard; Coordinate with funding agency for administration of the legislative appropriation grants; Coordinate with fiscal agent; Assist with the City's annual Infrastructure Capital Improvement Plan submittal to the State of New Mexico. Requires a bachelor's degree and one year of relevant experience.

ENGINEERING TECHNICIAN SUPERVISOR II

Accountable for planning, organizing, and allocating resources and reviewing assigned engineering technician assignments. The primary focus of positions at this level is supervision of engineering technical supervisory staff. Requires eight years of relevant experience.

ENGINEERING TECHNICIAN SUPERVISOR III

Accountable for planning, organizing, budgeting, allocating resources and reviewing assigned engineering technician resource's functions and staff. The primary focus of positions at this level is the supervision of engineering technical supervisors and other engineering technical staff. Requires ten years of relevant experience.

ENGINEER GRADUATE

This position is an entry-level engineering position accountable for verification of accuracy and completion of submissions based on prescribed templates. The person in this position receives close supervision from a Licensed Professional Engineer. Engineer Graduate requires a bachelor's degree and 0 years of experience.

MANAGEMENT ANALYST I

Employees in this Role receive on the-job training in agency operating practices, functions, and procedures, in conducting organizational studies and evaluations, in designing systems procedures and measurement studies, and in preparing operations and procedures manuals that assist management in operating programs and/or data collection systems more efficiently and effectively; employees perform standardized work procedures that support the development of the above documents and reports. Management Analyst I requires high school or high school equivalent plus two years of relevant experience.

MANAGEMENT ANALYST II

Employees in this Role assist in management studies and carry out well-defined projects involving relatively independent work processes; employees conduct studies in the following areas of management: organizational structure and design, methods and procedures development, management surveys or other research, forms development and control, work flow and/or manpower management, report management, record management, contract management and communication analysis and design; employees conduct surveys, interviews, and compile databases, prepare analysis files, research/review pertinent regulations, laws, manuals and procedures, and prepare analytical reports. Management Analyst II requires an associate's degree plus two years of relevant experience or four years combined education and experience.

MANAGEMENT ANALYST III

Employees in this Role apply advanced research and/or management analysis to complex problems, acting as team leaders for special projects and providing coordination with computer systems personnel; employees apply advanced program analyses, oversight, and planning and consultation services to/for Local Governments; employees deal with complex interrelated management problems and may serve as consultants on local, district, state, regional, or federal comprehensive planning programs; employees perform independently, have special expertise in a field and may be involved in the training of others. Management Analyst III requires a bachelor's degree plus two years of relevant experience or six years combined education and experience.

SCIENTIST ESAA

Employee will review applications, preliminary and final plans, and specifications for proposed plants, facilities, and/or equipment to determine completeness, technical feasibility, engineering accuracy, and compliance. Employee will conduct supplementary investigations, research and surveys as needed; announce and conduct public hearings; issue permits and approvals and notify concerned public of the action; participate in inspections, cost estimates, progress reports, and design change orders; perform tests and audits test results to determine conformity; and compile findings and technical data for reports and projections. This role requires a bachelor's degree plus four years of relevant experience.

PROGRAM COORDINATOR I

Plan, develop and implement effective program procedures for efficient, targeted, and measurable services and outcomes. Direct logistical activities to promote the success of programs. Prepares grants and grant proposals, RFPs, and/or other funding-related requests related to program(s), implement and monitor programming to meet desired outcomes, monitor program activities in relation to established program goals and report on progress, correct deficiencies, updates operating manuals and policies, provide information, guidance and technical support to program participants, the public, and partner organizations, use statistical and database management programs to analyze data and prepare summary narrative reports, graphs, tables, charts and illustrations,

monitor trends using collected data and determine if further study/assessment is indicated, develop training/educational material, brochures and related program marketing and informational material for varied audiences, organize and establish regular meetings with designated groups to foster positive relationships and promote program success, recommend policy and procedure changes to improve program outcomes. Program Coordinator requires a bachelor's degree plus three years of relevant experience.



Offer to: **Carla Monroe**
Public Utilities Program Manager- Consultant
City of Santa Fe Public Utilities
801 West San Mateo
Santa Fe, NM 87505
Phone: 505-504-8240
Email: cdmonroe@santafenm.gov

Position Title	Location	Dates of Service	Hourly Rate	Weeks	Weekly Units	Unit totals	Max Bill Rate	Subtotals	GRT Rate	GRT	Total Budget
SENIOR QA TESTER	SF	2/23/2026 - 8/30/2026	\$45.00	6	20	120	\$65.25	\$7,830.00	8.1875%	\$ 641.08	\$8,471.08
SENIOR QA TESTER	SF	2/23/2026 - 8/30/2026	\$45.00	6	40	240	\$65.25	\$15,660.00	8.1875%	\$ 1,282.16	\$16,942.16
SENIOR QA TESTER	SF	2/23/2026 - 8/30/2026	\$40.00	6	40	240	\$58.00	\$13,920.00	8.1875%	\$ 1,139.70	\$15,059.70
QA TESTER	SF	2/23/2026 - 8/30/2026	\$35.00	6	40	240	\$50.75	\$12,180.00	8.1875%	\$ 997.24	\$13,177.24
QA TESTER	SF	2/23/2026 - 8/30/2026	\$30.00	6	20	120	\$43.50	\$5,220.00	8.1875%	\$ 427.39	\$5,647.39
											\$59,297.57

Statewide Price Agreement
 Price Agreement Number: 40-00000-23-00027
 Title: Temporary Administrative and Professional Staffing (GS-02F-006CA)
 Term: December 9, 2024 - December 8, 2029

Lola Priest

Signature

Tuesday, February 10, 2026

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/25/2025

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 Barrow Group 110 E. Crogan Street Lawrenceville GA 30046	CONTRACT Molly Stearns NAME: PHONE (800) 874-4798 (A/C, No, Ext): FAX (A/C, No): EMAIL: mstearns@barrowgroup.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED ItsQuest Inc. 4505 82nd Street Suite 3 Lubbock TX 79424	INSURER A : Philadelphia Indemnity Insurance Co NAIC # 18058	
	INSURER B : QBE Insurance Corporation NAIC # 39217	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2025 w/ WC **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> JEC1 <input type="checkbox"/> LOC OTHER:			PHPK2659377-003	02/27/2025	02/27/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Abuse & Molestation \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			PHPK2659377-003	02/27/2025	02/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB901911-003	02/27/2025	02/27/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			202000784	09/01/2025	09/01/2026	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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


A Employment Practices Liability PHPK2659377-003 02/27/2025 02/27/2026 \$1,000,000/\$1,000,000
 A Professional Liability PHPK2659377-003 02/27/2025 02/27/2026 \$1,000,000/\$2,000,000
 A Crime Bond PHPK2659377-003 02/27/2025 02/27/2026 \$500,000

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe 200 Lincoln Ave. Santa Fe NM 87501	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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Signature: Nancy L. Jimenez
Nancy L. Jimenez (Feb 26, 2026 08:59:27 MST)
Email: nljimenez@santafenm.gov

Signature: 
Email: jdroach@santafenm.gov

Signature: *BRIAN MOYA*
Email: bjmoya@santafenm.gov



Date: February 18, 2025

To: Governing Body; Public Works and Utilities Committee; Finance Committee

From: Alan G. Hook, Water Resources Coordinator ^{AGH}

Via: Jesse Roach, Interim Public Utilities Director ^{JR}
Jonathan Montoya, Interim Water Division Director ^{JM}
William Schneider, Water Resources Supervisor ^{WHS}

RE: Acceptance of a Loan and Grant Funding from the New Mexico Water Trust Board in the amount of \$2,500,000 for the McClure Dam Repair Project, Water Trust Board Project No. WFP-6613

EXECUTIVE SUMMARY:

The proposed bill would authorize the execution and delivery of both a Water Project Fund loan of \$1,000,000 as well as a grant of \$1,500,000 between the New Mexico Finance Authority (NMFA) and the City of Santa Fe (“City”), New Mexico. The total amount, \$2,500,000, would finance the cost of the design for the construction of McClure Dam repairs and upgrades to the McClure Dam spillway. 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:

Bill
FIR

underscored material = new
[bracketed material] = delete

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-05

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Pilar Faulkner

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 \$2,500,000, INCLUDING A
LOAN IN THE AMOUNT OF \$1,000,000 EVIDENCING AN OBLIGATION OF THE
BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR
THE PURPOSE OF FINANCING THE COSTS OF DESIGNING MCCLURE DAM TO
THE OUTLET CONDUIT AND SPILLWAY, 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

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1 **PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE**
2 **LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN;**
3 **REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND**
4 **AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE**
5 **EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.**

6 Capitalized terms used in the following recitals have the same meaning as defined in this
7 Ordinance unless the context requires otherwise.

8 **WHEREAS**, the Borrower/Grantee is a legally and regularly created, established,
9 organized and existing home-rule municipality under the constitution and general laws of the State
10 of New Mexico, and more specifically, NMSA 1978 §§ 3-1-1 through 3-66-11, as amended, and is
11 a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as
12 determined by the New Mexico Finance Authority (NMFA) and approved by the Water Trust
13 Board pursuant to the Board Rules, the Policies and the Act; and

14 **WHEREAS**, pursuant to the Board Rules, the Water Trust Board has recommended the
15 Project for funding as a Qualifying Project to the Legislature; and

16 **WHEREAS**, Chapter 35, Laws 2025, being House Bill 206 of the 2025 Regular New
17 Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund;
18 and

19 **WHEREAS**, the Water Trust Board has recommended that the NMFA enter into and
20 administer the Loan/Grant Agreement in order to finance the Project; and

21 **WHEREAS**, the NMFA approved on May 22, 2025, that the Borrower/Grantee receive
22 financial assistance in the form of the Loan/Grant; and

23 **WHEREAS**, the Governing Body has determined and hereby determines that the Project
24 may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the
25 Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to

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1 the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the
2 Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed
3 and delivered and that the funding of the Project take place by executing and delivering the
4 Loan/Grant Agreement; and

5 **WHEREAS**, the Governing Body has determined that it may lawfully enter into the
6 Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the
7 restrictions thereunder; and

8 **WHEREAS**, the Loan/Grant Agreement shall not constitute a general obligation of the
9 Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and
10 credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

11 **WHEREAS**, there have been presented to the Governing Body and there presently are on
12 file with the City Clerk this Ordinance and the form of the Loan/Grant Agreement which is
13 incorporated by reference and considered to be a part hereof; and

14 **WHEREAS**, the Governing Body hereby determines that the Additional Funding Amount
15 is now available to the Borrower/Grantee to complete the Project; and

16 **WHEREAS**, the Borrower/Grantee has met or will meet prior to the first disbursement of any
17 portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements
18 established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the
19 NMFA, including but not limited to the requirements of Executive Order 2013-006; and

20 **WHEREAS**, all required authorizations, consents and approvals in connection with (i) the use
21 of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in
22 the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together
23 with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and
24 delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this
25 Ordinance, have been obtained or are reasonably expected to be obtained.

1 **NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE**
2 **CITY OF SANTA FE, NEW MEXICO:**

3 Section 1. Definitions. As used in this Ordinance, the following terms shall, for all
4 purposes, have the meanings herein specified, unless the context clearly requires otherwise (such
5 meanings to be equally applicable to both the singular and the plural forms of the terms defined);
6 and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

7 “ACH Authorization” means the authorization for direct payment to the NMFA by ACH
8 made by the Borrower/Grantee on the form required by the bank or other entity at which the account
9 is held, from which the Pledged Revenues will be paid.

10 “Act” means the general laws of the State, particularly the Water Project Finance Act,
11 NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the
12 Loan/Grant Agreement, including this Ordinance, all as amended and supplemented.

13 “Additional Funding Amount” means the amount to be provided by the Borrower/Grantee
14 which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of
15 the Policies) which, in combination with the Loan/Grant Amount and other moneys available to
16 the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required
17 to complete the Project. The Additional Funding Amount is \$500,000.

18 “Administrative Fee” or “Administrative Fee Component” means an amount equal to one-
19 quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount,
20 taking into account both payments made by the Borrower/Grantee and hardship waivers of
21 payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant
22 Agreement.

23 “Authorized Officers” means any one or more of the Mayor, Mayor Pro Tem, City
24 Manager and City Clerk of the Borrower/Grantee.

25 “Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico

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1 Water Trust Board, 19.25.10 NMAC.

2 “Borrower/Grantee” means the City of Santa Fe, New Mexico.

3 “Closing Date” means the date of execution and delivery of the Loan/Grant Agreement, by
4 the Borrower/Grantee and the NMFA.

5 “Completion Date” means the date of final payment of the cost of the Project.

6 “Conditions” has the meaning given to that term in the Loan/Grant Agreement.

7 “Eligible Items” means eligible Project costs for which grants and loans may be made
8 pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable
9 Policies, and includes, without limitation, Eligible Legal Costs.

10 “Eligible Legal Costs” has the meaning given to that term in the Loan/Grant Agreement.

11 “NMFA” means the New Mexico Finance Authority.

12 “Generally Accepted Accounting Principles” means the officially established accounting
13 principles applicable to the Borrower/Grantee consisting of the statements, determinations and
14 other official pronouncements of the Government Accounting Standards Board, Financial
15 Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body
16 acceptable to the Lender/Grantor establishing accounting principles applicable to the
17 Borrower/Grantee.

18 “Governing Body” means duly organized City Council and Mayor of the
19 Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

20 “Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant
21 pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal
22 more than \$1,500,000.

23 “Gross Revenues” has the meaning assigned to such term in Ordinance 2016-19 of the
24 Borrower/Grantee (the “Master Utility Ordinance”).

25 “Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this

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1 entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which
2 such word is used.

3 “Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan
4 pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum
5 amount of \$1,000,000.

6 “Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to
7 the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the
8 Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and
9 shall not equal more than \$2,500,000.

10 “Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered
11 into by and between the Borrower/Grantee and the NMFA as authorized by this Ordinance.

12 “Net Revenues” means the Gross Revenues of the System minus Operation and
13 Maintenance Expenses.

14 “NMAC” means the New Mexico Administrative Code.

15 “NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended
16 and supplemented from time to time.

17 “Operation and Maintenance Expenses” means all reasonable and necessary current
18 expenses of the System, for any particular Fiscal Year or period to which such term is applicable,
19 paid or accrued, related to operating, maintaining and repairing the System, including, without
20 limiting the generality of the foregoing:

21 (a) legal and overhead expenses of the various City departments directly related and
22 reasonably allocable to the administration of the System;

23 (b) insurance premiums for the System, including, without limitation, premiums for
24 property insurance, public liability insurance and workmen's compensation insurance, whether or
25 not self-funded;

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1 (c) premiums, expenses and other costs (other than required reimbursements of
2 insurance proceeds and other amounts advanced to pay Debt Service Requirements on System
3 Bonds) for Credit Facilities;

4 (d) Expenses other than Expenses paid from the proceeds of System Bonds;

5 (e) the costs of audits of the books and accounts of the System;

6 (f) amounts required to be deposited in the Rebate Fund;

7 (g) salaries, administrative expenses, labor costs, surety bonds and the cost of water,
8 materials and supplies used for or in connection with the current operation of the System; and

9 (h) any fees required to be paid under any operation, maintenance and/or management
10 agreement with respect to the System.

11 Operation and Maintenance Expenses do not include any allowance for depreciation,
12 payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund,
13 liabilities incurred by the City as a result of its negligence or other misconduct in the operation of
14 the System, any charges for the accumulation of reserves for capital replacements or any Operation
15 and Maintenance Expenses payable from moneys other than Gross Revenues.

16 "Ordinance" means this Ordinance as it may be supplemented or amended from time to
17 time.

18 "Pledged Revenues" means the Net Revenues of the System pledged to the payment of the
19 Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan/Grant Agreement
20 and described in the Term Sheet.

21 "Project" means the project(s) described on the Term Sheet.

22 "Project Account" means the book account established by the NMFA in the name of the
23 Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the
24 Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account
25 shall be kept separate and apart from all other accounts of the NMFA.

1 “Qualifying Water Project” means a water project for (i) storage, conveyance or delivery
2 of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973
3 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and
4 management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment
5 or reuse of water as provided by law; and which has been approved by the state legislature pursuant
6 to NMSA 1978, § 72-4A-9(B), as amended.

7 “State” means the State of New Mexico.

8 “System” means the municipally owned public utility designated as the
9 Borrower/Grantee’s water utility system consisting of all properties, real, personal, mixed or
10 otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase,
11 condemnation, construction or otherwise, including all expansions, extensions, enlargements and
12 improvements of or to the water utility system, and used in connection therewith or relating thereto,
13 and any other related activity or enterprise of the Borrower/Grantee designated by the Governing
14 Body as part of the water utility system, whether situated within or without the limits of the
15 Borrower/Grantee.

16 “Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

17 “Useful Life” means the structural and material design life of the Project, including
18 planning and design features, as required by the Act and the Board Rules.

19 “Water Project Fund” means the fund of the same name created pursuant to the Act and
20 held and administered by the NMFA.

21 “Water Trust Board” or “WTB” means the water trust board created and established
22 pursuant to the Act.

23 Section 2. Ratification. All action heretofore taken (not inconsistent with the
24 provisions of this Ordinance) by the Borrower/Grantee and officers of the Borrower/Grantee
25 directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues

1 to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the
2 Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

3 Section 3. Authorization of the Project and the Loan/Grant Agreement. The
4 acquisition and completion of the Project and the method of funding the Project through execution
5 and delivery of the Loan/Grant Agreement and the other documents related to the transaction are
6 hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and
7 the public whom it serves.

8 Section 4. Findings. The Governing Body hereby declares that it has considered all
9 relevant information and data and hereby makes the following findings:

10 A. The Project is needed to meet the needs of the Borrower/Grantee and the
11 public whom it serves.

12 B. Moneys available and on hand for the Project from all sources other than
13 the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but,
14 together with the Loan/Grant Amount, are sufficient to complete the Project.

15 C. The Project and the execution and delivery of the Loan/Grant Agreement
16 pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and
17 in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the
18 public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

19 D. The Borrower/Grantee will acquire and complete the Project with the
20 proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the
21 Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will
22 utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA
23 1978, § 72-4A-7(A)(1), as amended.

24 E. Together with the Loan/Grant Amount, and other amounts available to the
25 Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee,

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1 and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

2 E. The NMFA shall maintain on behalf of the Borrower/Grantee a separate
3 Project Account as a book account only on behalf of the Borrower/Grantee and financial records in
4 accordance with Generally Accepted Accounting Principles during the construction or
5 implementation of the Project.

6 F. The Borrower/Grantee has acquired title to or easements or rights of way
7 on the real property upon which the Project is being constructed or located as provided in the
8 Loan/Grant Agreement.

9 Section 5. Loan/Grant Agreement—Authorization and Detail.

10 A. Authorization. This Ordinance has been adopted by the affirmative vote
11 of at least a three-fourths majority of the Governing Body. For the purpose of protecting the public
12 health, conserving the property, and protecting the general welfare and prosperity of the constituent
13 public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby
14 declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement
15 evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$1,500,000 and borrowing
16 the Loan Amount of \$1,000,000 to be utilized solely for Eligible Items necessary to complete the
17 Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant
18 Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall
19 use the Loan/Grant Amount to finance the acquisition and completion of the Project.

20 B. Detail. The Loan/Grant Agreement shall be in substantially the form of
21 the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance
22 was adopted. The Grant shall be in the amount of \$1,500,000 and the Loan shall be in the amount
23 of \$1,000,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid
24 principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one
25 percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account

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1 both payments made by the Borrower/Grantee and hardship waivers of payments granted to the
2 Borrower/Grantee.

3 Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant
4 Agreement as presented at the meeting of the Governing Body at which this Ordinance was
5 adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute,
6 acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions
7 as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized
8 to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be
9 conclusive evidence of such approval.

10 Section 7. Security. The Loan Amount and Administrative Fee shall be solely
11 secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant
12 Agreement.

13 Section 8. Disposition of Proceeds: Completion of the Project.

14 A. Project Account. The Borrower/Grantee hereby consents to creation of the
15 Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited
16 to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and
17 complete the Project in compliance with applicable law and the provisions of the Loan/Grant
18 Agreement.

19 B. Completion of the Project. The Borrower/Grantee shall proceed to
20 complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee
21 shall execute a certificate stating that completion of and payment for the Project has been
22 completed. Following the Completion Date or the earlier expiration of the time allowed for
23 disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance
24 remaining in the Project Account shall be transferred and deposited into the Water Project Fund or
25 otherwise distributed as provided in the Loan/Grant Agreement.

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1 C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived
2 from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant
3 Agreement. The NMFA shall not in any manner be responsible for the application or disposal by
4 the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of
5 any other funds held by or made available to the Borrower/Grantee in connection with the Project.
6 NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any
7 portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for
8 disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement
9 of the Loan/Grant Amount.

10 Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the
11 Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee
12 directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an
13 amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to
14 cure any deficiencies in the payment of the Loan Amount or other amounts due under the
15 Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH
16 authorization agreement for the purpose of making regular electronic payments of the Loan Amount
17 and Administrative Fee, if at any applicable point in time during the Agreement Term the
18 Borrower/Grantee desires to use such payment method for the purposes of the Loan.

19 Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement,
20 the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) on the Pledged
21 Revenues subordinate to the lien thereon of all other liens thereon present and future, except that
22 the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the
23 Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act,
24 shall be on parity with the lien of the Loan/Grant Agreement authorized by this Ordinance.

25 Section 11. Authorized Officers. Authorized Officers are hereby individually

1 authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits
2 and other documents and to do and cause to be done any and all acts and things necessary or proper
3 for carrying out this Ordinance, the Loan/Grant Agreement and all other transactions contemplated
4 hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things
5 required of them by this Ordinance and the Loan/Grant Agreement for the full, punctual and
6 complete performance of all the terms, covenants and agreements contained in this Ordinance and
7 the Loan/Grant Agreement including but not limited to, the execution and delivery of closing
8 documents in connection with the execution and delivery of the Loan/Grant Agreement.

9 Section 12. Amendment of Ordinance. This Ordinance after its adoption may be
10 amended without receipt by the Borrower/Grantee of any additional consideration. On and after the
11 Closing Date, this Ordinance may be amended without receipt by the Borrower/Grantee of any
12 additional consideration, but only with the prior written consent of the NMFA.

13 Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been
14 executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due
15 under the Loan/Grant Agreement shall be fully discharged, as herein provided.

16 Section 14. Severability Clause. If any section, paragraph, clause or provision of this
17 Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or
18 unenforceability of such section, paragraph, clause or provision shall not affect any of the
19 remaining provisions of this Ordinance.

20 Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts
21 thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This
22 repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof,
23 heretofore repealed.

24 Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded
25 in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the

1 Mayor and City Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect
2 thereafter, in accordance with law; provided, however, that if recording is not required for the
3 effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance
4 by the Governing Body.

5 Section 17. General Summary for Publication. Pursuant to the general laws of the
6 State, the title and a general summary of the subject matter contained in this Ordinance shall be
7 published in substantially the following form:

8 *[Remainder of page intentionally left blank.]*
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1 [Form of Notice of Adoption of Ordinance for Publication]

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

3 **NOTICE OF ADOPTION OF ORDINANCE**

4 Notice is hereby given of the title and of a general summary of the subject matter contained
5 in Ordinance No. _____, duly adopted and approved by the Governing Body of the City of
6 Santa Fe, New Mexico on _____, 2026. A complete copy of the Ordinance is available for
7 public inspection during normal and regular business hours in the office of the City Clerk at 200
8 Lincoln Avenue, Santa Fe, New Mexico 87501.

9 The title of the Ordinance is:

10 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A
11 WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW
12 MEXICO FINANCE AUTHORITY (“NMFA”) AND THE CITY OF SANTA FE, NEW
13 MEXICO (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$2,500,000,
14 INCLUDING A LOAN IN THE AMOUNT OF \$1,000,000 EVIDENCING AN OBLIGATION
15 OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY
16 FOR THE PURPOSE OF FINANCING THE DESIGNING MCCLURE DAM TO THE OUTLET
17 CONDUIT AND SPILLWAY, INCLUDING RELATED WORK AND REVISIONS, AND
18 SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT;
19 PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN
20 ADMINISTRATIVE FEE SOLELY FROM THE NET REVENUES OF THE WATER UTILITY
21 SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT
22 AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE
23 BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING
24 THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT;
25 RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION

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1 INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF
2 OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE
3 LOAN/GRANT AGREEMENT.

4 A general summary of the subject matter of the Ordinance is contained in its title. This
5 notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

6 *[End of Form of Notice of Adoption for Publication]*

7
8
9 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

10
11
12
13 _____
14 MICHAEL GARCIA, MAYOR

15
16 ATTEST:
17
18 _____

19 GERALYN CARDENAS, INTERIM CITY CLERK

20
21 APPROVED AS TO FORM:
22
23 *Marcos Martinez*

24 [Marcos Martinez \(Mar 3, 2026 16:21:27 MST\)](#)
25 MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Bill/6613 McClure Dam Loan/Grant Agreement \$2,500,000

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Attachment A

\$2,500,000

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 \$1,000,000 from the Lender/Grantor and to accept a grant in the amount of \$1,500,000 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 12, 2024 and January 21, 2025 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 35 Laws 2025, being House Bill 206 of the 2025 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 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 \$500,000.

“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 12, 2023 and the New Mexico Water Trust Board Readiness Application dated January 22, 2024 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 \$1,500,000.

“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 \$1,000,000.

“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 \$2,500,000.

“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 _____, 2026, 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 storage, conveyance or delivery of water to end-users. 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 engineering design or engineering feasibility reports shall not involve or anticipate a sale, lease, mortgage, pledge, or the relocation or disposal of any part of the Project or System designed during its Useful Life; 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 will be conducted and completed 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 will be conducted and completed; 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 disbursement 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 plans and specifications for the Project shall incorporate available technologies and operational design for water use efficiency. 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 Project shall be designed to have a structural and material design life of 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 acquisition 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 December 31, 2025 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 allowed 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 _____
Geraldyn Cardenas, Interim City Clerk

APPROVED AS TO FORM:

By _____
Marcos Martínez, Interim City Attorney

EXHIBIT "A"

TERM SHEET

**\$2,500,000 WATER PROJECT FUND LOAN/GRANT TO THE
CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO**

Project Description: The Project is storage, conveyance or delivery of water to end-users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of designing McClure Dam to outlet conduit and spillway, 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: \$1,500,000

Loan Amount: \$1,000,000

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, DW-6522

Outstanding Parity Obligations: WPF-6316
WPF-6315
WPF-6314

Authorizing Legislation: Borrower/Grantee Ordinance No. _____, adopted _____, 2026

Additional Funding Amount: \$500,000

Closing Date: _____, 2026

Project Account Amount: \$2,500,000
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, 2028 and ending June 1, 2047. 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: \$2,500,000 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-6613 Closing Date: _____,2026

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: City of Santa Fe Contact Name: Title: Email Address:	Project Number: WPF-6613 Project Name: McClure Dam repair project Project Type: Design
Reporting Period: From _____ To _____ <input type="checkbox"/> Quarterly Project Report: <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> Final Project Report <input type="checkbox"/> Other _____	
WPF Funding Expiration: _____ Total WPF Award: \$ _____ Current Balance: \$ _____ Loan 40% Grant <u>60%</u> Match <u>\$500,000</u> Expected WPF Award Expenditure Next Quarter: \$ _____ Local Match Expenditure: To Date \$ _____ Next Quarter \$ _____	
Project Phase: <input type="checkbox"/> Planning <input type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT COMPLETION: Original Date _____ Current Date _____ _____ % Complete Days Remaining to Complete _____ On Schedule? <input type="checkbox"/> Yes <input type="checkbox"/> 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: \$2,500,000 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-6613

Closing Date: _____, 2026

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 _____, 2026, 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. Final Opinion of Counsel for the Borrower/Grantee
8. Final Opinion of Bond Counsel for the Borrower/Grantee
9. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the NMFA
10. NMFA Application and Project Approval (informational only)

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): 6613- Water Project Fund Loan & Grant Agreement for \$2.5 million toward McClure Dam

Sponsor(s): Councilor Amanda Chavez and Councilor Pilar Faulkner

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Alan Hook, Water Resources Coordinator

Date: 2/19/2026 Phone: (505) 955-4205

Reviewed by City Attorney: *Marcos Martinez*
 Marcos Martinez (Mar 3, 2026 16:21:27 MST) Date: _____

Reviewed by Finance Director: *Andrea Phillips*
 ANDREA PHILLIPS (Mar 4, 2026 08:50:11 MST) Date: 03/04/2026

Summary:

The proposed bill would authorize the execution and delivery of both a Water Project Fund loan of \$1,000,000 as well as a grant of \$1,500,000 between the New Mexico Finance Authority (NMFA) and the City of Santa Fe ("City"), New Mexico. The total amount, \$2,500,000, would finance the cost of the design for the construction of McClure Dam repairs and upgrades to the McClure Dam spillway. The bill specifies that both the loan and the grant be utilized solely for the eligible project costs, pursuant to NMSA 1978 Section 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 \$2,500,000 in the form of a loan of \$1,000,000 and a grant of \$1,500,000.

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

None.

Performance and Administrative Implications:

The City of Santa Fe has executed two other loan/grant funding agreements from the Water Project Fund. Also, another loan/grant agreement is moving through the governing body approval process now, and the agreement should be executed in June 2026. This will be the fourth loan/grant funding agreement received from the Water Project Fund from the FY24-25 funding cycles and City of Santa Fe Water expects to utilize requisitions for invoices in FY26 through FY28 for the cost of the design for the construction of McClure Dam repairs and upgrades to the McClure Dam spillway.

Fiscal Implications:

If this bill is adopted, the City will accept funds from NMFA in the total amount of two million five hundred thousand dollars (\$2,500,000) for the purpose of financing the cost of the design for the construction of McClure Dam repairs and upgrades to the McClure Dam spillway. These funds take the form of two agreements – a loan for one million dollars (\$1,000,000) and a grant for one million five hundred thousand dollars (\$1,500,000). 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
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$2,500,000	\$ _____	\$ _____		NR	505	
<u>Professional Services</u>	_____						
<u>Operating</u>	\$ _____	\$ _____	\$51,322.88		_____	_____	\$ _____

<u>Total:</u>	\$2,500,000	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

The City will spend both portions of the agreement—the grant portion will be one million five hundred thousand dollars (\$1,500,000), while the loan portion will be one million dollars (\$1,000,000), with a grand total of two million five hundred thousand dollars (\$2,500,000). The payment to the contractor will occur in FY2026 for expenditures that occurred after the award letter, dated June 5, 2025. The loan repayment begins June 1, 2028 and will come from the water utility enterprise fund over a 20-year term at an interest rate of 0.25% for the \$1,000,000 portion of the loan debt. The interest expenditure on the \$1,000,000 loan will be in the total amount of \$26,458 by FYE 2047.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ 2,500,000	\$ _____	\$ _____	NR	505
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$2,500,000	\$ _____	\$ _____		

Revenue Narrative:

Should the Governing Body adopt this bill, the City will receive one million five-hundred thousand dollars (\$1,500,000) grant funding and one million dollars (\$1,000,000) in loan funding for a total of two million five-hundred thousand dollars (\$2,500,000) to support water project funds toward the cost of the design for the construction of McClure Dam repairs and upgrades to the McClure Dam spillway.

Signature: 

Email: jdroach@santafenm.gov

Signature: JONATHAN MONTOYA
JONATHAN MONTOYA (Mar 4, 2026 10:26:15 MST)

Email: jmontoya@santafenm.gov

Signature: WILLIAM SCHNEIDER

Email: whschneider@santafenm.gov

Signature: Alan Hook

Email: aghook@santafenm.gov



Date: February 27, 2026

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

From: Taylor Jurgens, Engineer, Water Division ^{TRJ}

Via: Jesse Roach, Interim Public Utilities Department Director ^{JR} Jesse Roach
Jonathan Montoya, Acting Water Division Director ^{JM} Jonathan Montoya

RE: McClure Dam Authorized Representatives and Agents No. DSB-FY26-HHPD-01

EXECUTIVE SUMMARY:

This Resolution designates authorized representatives and agents for a grant agreement with the New Mexico Office of the State Engineer (OSE) regarding Grant Agreement DSB-FY26-HHPD-01 (“Grant Agreement”). The Grant Agreement makes available one million three hundred fifty-four thousand four hundred seventy-nine dollars and zero cents (\$1,354,479.00) for a project to plan and design the rehabilitation of McClure Dam in Santa Fe County.

BACKGROUND:

OSE, through Article XI.B(e) of the Grant Agreement, requires that the City of Santa Fe as the grantee agrees that “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”. Adoption of this Resolution will satisfy this requirement and allow the City to enter into the Grant Agreement and submit Requests for Payment. The Grant Agreement will be presented to the Governing Body in an action separate from this Resolution.

ATTACHMENTS:

Resolution
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING CITY OF SANTA FE REPRESENTATIVES AND AGENTS TO SIGN AGREEMENTS AND REQUESTS FOR PAYMENT REGARDING NEW MEXICO OFFICE OF THE STATE ENGINEER GRANT AGREEMENT DSB-FY26-HHPD-01, TO PLAN AND DESIGN THE REHABILITATION OF MCCLURE DAM.

WHEREAS, the Federal Emergency Management Agency (FEMA) has awarded the New Mexico Office of the State Engineer (OSE) a certain amount of funds through the High Hazard Potential Dams (HHPD) grant program and the New Mexico Department of Finance and Administration (DFA) has awarded the OSE the New Mexico Match Fund Grant to cover the Local Match Amount required by the FEMA HHPD Grant, from which the OSE is making available to the City of Santa Fe (“Grantee” of “City”) through Grant Agreement DSB-FY26-HHPD-01 (“Agreement”), incorporated as Attachment A, in the amount of one million three hundred fifty-four thousand four hundred seventy-nine dollars and zero cents (\$1,354,479.00), to plan and design the rehabilitation of McClure Dam in Santa Fe County (“Project”); and

WHEREAS, Article XI.B(e) of the Agreement, states that “Grantee’s governing body has

1 duly adopted or passed as an official act a resolution, motion or similar action authorizing the
2 person identified as the official representative of the Grantee to sign and submit Requests for
3 Payment on behalf of Grantee” and adopting this resolution will satisfy this requirement; and

4 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
5 **CITY OF SANTA FE**, that the following provisions shall apply to the agreement:

- 6 1. The person listed below, or their successor, is the Grantee’s official representative
7 authorized to sign the Agreement:

8 Grantee: City of Santa Fe

9 Name: Michael Garcia

10 Title: Mayor

11 Address: PO Box 909

12 Santa Fe, NM 87504

13 Email: mayor@santafenm.gov

14 Telephone: (505) 955-6590

- 15 2. The person listed below, or their successor, is the Grantee’s Fiscal Officer or Fiscal
16 Agent concerning reviewing and signing Requests for Payments for permissible
17 expenditures:

18 Grantee: City of Santa Fe

19 Name: Erika Lujan

20 Title: Grants Manager

21 Address: 200 Lincoln Ave

22 Santa Fe, NM 87501

23 Email: evlujan@santafenm.gov

24 Telephone: 505-479-1334

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PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

MICHAEL J. GARCIA, MAYOR

ATTEST:

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

[Marcos Martinez \(Mar 20, 2026 09:53:23 MDT\)](#)

MARCOS D. MARTÍNEZ, INTERIM CITY ATTORNEY

Attachment A

**STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER
SUB-RECIPIENT GRANT AGREEMENT DSB-FY26-HHPD-01**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Office of the State Engineer (OSE), with mailing address: 5550 San Antonio Drive NE, Albuquerque, NM 87109, (“**Department**” or “**Recipient**”) and the City of Santa Fe with mailing address: 200 Lincoln Ave., P.O. Box 909, Santa Fe, NM 87504-0909 (“**Grantee**” or “**Subrecipient**”) (individually “**Party**” and collectively “**Parties**”). This Agreement shall be effective as of the date the Department executes it (“**Effective Date**”).

WITNESSETH

WHEREAS, the rehabilitation of High Hazard Potential Dams (HHPD) grant program is authorized by 33 USC 467f-2; and is administered through the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA); and

WHEREAS, the Federal Emergency Management Agency (FEMA) has awarded the OSE a certain amount of funds through the HHPD grant program (Award No. EMT-2024-GR-05014);

WHEREAS, the New Mexico Department of Finance and Administration (DFA) has awarded the OSE the New Mexico Match Fund Grant to cover the Local Match Amount required by the FEMA HHPD Grant (Award No. MG26-91655);

WHEREAS, the purpose of this agreement is to specify and delineate the responsibilities and duties of the parties hereto, for rehabilitation of McClure Dam, hereinafter referred to as the “**Project**”;

WHEREAS, the Department is charged with regulating the safety of dams in New Mexico including McClure Dam; and

WHEREAS, the Grantee owns, operates, and maintains McClure Dam for the purpose of municipal water supply for the City of Santa Fe and has requested funding assistance for the project;

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. The Project that is the subject of this Agreement with current FEMA Performance Period 09/25/2024 to 09/24/2027 (subject to amendment) is described as follows: Tasks necessary to plan and design the rehabilitation of McClure Dam, Santa Fe County, New Mexico, as described in the Scope of Work for this Project dated 11/20/2024, and as may be amended by appropriately approved and executed Scope of Work Amendment.
- B. Grantee’s total reimbursements shall not exceed Eight Hundred Eighty Thousand Four Hundred Eleven Dollars and Thirty Five Cents (\$880,411.35) (“**FEMA Allocation Amount**”)

plus the 35-percent local match Four Hundred Seventy Four Thousand Sixty Seven Dollars and Sixty Five Cents (\$474,067.65) (“Local Match Amount”), which equals One Million Three Hundred Fifty Four Thousand Four Hundred Seventy Nine Dollars (\$1,354,479.00) (“Total Allocated Amount”).

- C. In the event of a conflict among the Total Allocated Amount, the Performance Period, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding language in the laws cited above in this Article I, the language of the FEMA award and the DFA Award cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. Attachment B sets forth additional requirements and conditions in accordance with the HHPD grant program reference in the Recitals above, which are incorporated by this reference as if set forth fully herein. If Attachment A and/or B imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A and/or B shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project’s number in all correspondence with and submissions to the OSE concerning the Project, including, but not limited to, Requests for Payment and reports.

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 Total Allocated Amount. This Agreement and any reimbursements up to the Total Allocated 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 end of the Performance Period and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Total Allocated 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 A**.
- 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 Attachment A, 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 Attachment A 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:

Dam Owner: City of Santa Fe
Name:
Title:
Address:

Email:
Telephone:

Fiscal Agent:
Name:
Address:

Email:
Telephone:

The Department designates the person listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Office of the State Engineer
Name: Sushil Chaudhary
Title: Dam Safety Bureau Chief
Address: 5550 San Antonio Drive, NE
Albuquerque, NM 87109
Email: sushil.chaudhary@ose.nm.gov
Telephone: 505-383-4134

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 day the FEMA Performance Period ends (09/24/2027 subject to amendment) unless Terminated Before FEMA Performance Period ends (“**Early Termination**”) pursuant to Article V herein (collectively “**Term**”).
- B. The Project’s funds must be expended on or before the end date of the FEMA Performance Period 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 end of the FEMA Performance Period based on the Completion of the Project, Complete Expenditure of the Total Allocated Amount and/or Violation of this Agreement. Early Termination hereunder includes:
 - a. Termination due to completion of the Project before the end date of the FEMA Performance Period;
 - b. Termination due to complete expenditure of the Total Allocated Amount before the end date of the FEMA Performance Period;
 - 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 United States Congress and the legislature of New Mexico, if applicable, making sufficient appropriations and authorizations for the Project Description.
 - a. If the United States Congress or New Mexico Legislature does not appropriate the Total Allocated 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 United States Congress or New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization as communicated to the OSE by FEMA or DFA.
- 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 end date of the FEMA Performance Period 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 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 monthly reports of Project activities, expenditures, and budget updates.
- 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 monthly reports is true and accurate 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 monthly reports 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. Monthly reports shall be due by 10th of the month after the month ends following the execution of this Agreement by the Department and ending during the month of the submission of the final request for reimbursement for the Project, or the following month. Monthly reports shall be in the form required 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 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. .
- 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 the end date of FEMA Performance Period for expenditures or liabilities incurred before the Early Termination date or the end date of FEMA Performance Period .
- 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. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project. In addition, the Project is subject to the federal Davis-Bacon Act, as amended.
 - 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 restrictions, 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 Allocated 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 Total Allocated Amount and the end date of the FEMA Performance Period, 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 Allocated 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 Total Allocated 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 Total Allocated 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 US Congress to FEMA and New Mexico Legislature to DFA, as communicated to the OSE by FEMA and DFA, for the performance of this Agreement.
 - b. If the OSE provides notification of insufficient appropriations and authorization, the 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 or FEMA in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the OSE."

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 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 Practices 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 **Attachment A**, upon notice to, 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. GENERAL PROVISIONS

- A. Assignment: The City of Santa Fe'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 D**, 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: OFFICE OF THE STATE ENGINEER


By: _____
Name: Elizabeth K. Anderson, P.E.
Title: State Engineer Date: _____

Chief Financial Officer: By: _____
Name: Jim Williamson
Title: Chief Financial Officer Date: _____

AS TO BUDGET SUFFICIENCY

Program Support Director: By: _____
Name: Jeff Primm
Title: Program Support Director Date: _____

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office: By: 
Name: R. Alfred Walker
Title: ALU Managing Attorney Date: 01/20/2026

APPROVED BY GRANTEE:

City of Santa Fe

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Finance Director:

By: _____

Name: _____

Title: _____

Date: _____

Legal Counsel:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT A

Notice of Obligation to Reimburse Grantee [# 1]

DATE: _____

FROM: Department: _____

TO: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

EXHIBIT B

STATE OF NEW MEXICO CAPITAL GRANT PROJECT Request for Payment Exhibit B			
I. Grantee Information <small>(Make sure information is complete & accurate)</small> A. Grantee: _____ B. Address: _____ <small>(Complete mailing, including Suite, if applicable)</small> C. Phone No: _____ <small>City State Zip</small> D. Grant No: _____ E. Project Title: _____ F. Grant Expiration Date: _____	II. Payment Computation A. Payment Request No. _____ B. Grant Amount: _____ C. AIPP Amount <i>(If Applicable)</i> : _____ D. Funds Requested to Date: _____ E. Amount Requested this Payment: _____ F. Reversion Amount <i>(Applicable)</i> : _____ G. Grant Balance: _____ H. <input type="checkbox"/> GF <input type="checkbox"/> BOB <input type="checkbox"/> STB <small>(attach wire if first draw)</small> I. <input type="checkbox"/> Final Request for Payment <i>(Applicable)</i>		
III. Fiscal Year : _____ <small>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</small>			
IV. <input type="checkbox"/> Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.			
V. <input type="checkbox"/> Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.			
Grantee Fiscal Officer or Fiscal Agent <i>(if applicable)</i>		Grantee Representative	
Printed Name		Printed Name	
Date		Date	
(State Agency Use Only)			
Vendor Code: _____	Fund No.: _____	Loc No.: _____	
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division Fiscal Officer		Division Project Manager	
Date		Date	

EXHIBIT D
Data Sharing Provisions

Left Intentionally Blank
[May be used if required by DFA]

**ATTACHMENT A
TO
OFFICE OF THE STATE ENGINEER
SUB-RECIPIENT GRANT AGREEMENT**

ARTICLE 1 REVIEW

Upon execution of the agreement, the Grantee shall follow the procedures listed below unless waived in writing by the New Mexico Office of the State Engineer (OSE). As used in this Exhibit “OSE” means the New Mexico Office of the State Engineer, Dam Safety Bureau or its designated agent. The OSE may withhold payment if any of these procedures are not followed by the Grantee.

- A. If the grant funds are to be used for the rehabilitation, modification, alteration, repair, removal or construction of a dam, the Grantee must coordinate and hold a scoping meeting with the OSE Dam Safety Bureau prior to procuring engineering or construction services or prior to commencing any work not included in an approved Operation and Maintenance Manual. The purpose of the scoping meeting is to define the extent of the project, the responsibilities of the project participants, the criteria to be applied to review and approval, and other topics that may improve overall execution and value of the project.
- B. The Grantee must submit a detailed project description (scope of work) to the OSE prior to committing to expenditures from these funds. The project description shall include a schedule of the work to be completed in Gantt chart or Critical Path Method (CPM) format.
- C. If the grant funds are to be used for the rehabilitation, modification, alteration, repair, removal or construction of a dam, the Grantee must comply with all applicable requirements of NMAC Title 19 Chapter 25 Part 12 – Rules and Regulations Governing Dam Design, Construction, and Dam Safety.
- D. The Grantee must submit copies to the OSE of all executed contracts entered into by the Grantee prior to this agreement that are related to the project as determined by the OSE for review and approval.
- E. If these grant funds are to be used for engineering and/or other professional services in excess of \$60,000 the Grantee shall issue and conduct a Request for Proposals (RFP) for engineering services and/or other professional services in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If the engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is required to solicit Qualification-based proposals using the RFP template provided by the OSE or one provided by the Grantee but reviewed and accepted by the OSE. The Grantee must submit documentation regarding the hiring process to be used and the RFP, if applicable, to the OSE for review and approval **prior to** selecting engineering and/or other professional services.
- F. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee’s staff will be used for design, to the OSE for review and approval **prior to** executing the agreement/contract or using Grantee’s staff. The required engineering agreement format is to be provided by the OSE or provided by the Grantee but reviewed and accepted by the OSE.

- G. A Preliminary Engineering Report (PER) or study by a registered New Mexico Professional Engineer may be required by the OSE. If the OSE requires a PER or study, the Grantee and its consultant shall meet with the OSE as described in Article 1. A. of this Attachment before starting any work for a meeting to fully discuss the scope and extent of the PER. The consultant shall present its preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to the OSE for review and approval **before** preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. If directed by the OSE, the Grantee shall follow the approach used by the USDA's Rural Utilities Service (RUS) Bulletin 1780-2 in preparation of the PER or study. Grantee shall not start the preparation of plans and specifications until Grantee receives OSE approval of the PER, study, or waiver of the report requirement.
- H. A Value Engineering (VE) study coordinated and executed by a registered New Mexico Professional Engineer may be required by the OSE for projects completed under this agreement. Projects with preliminary or scoping phase construction cost estimates of \$3.0 Million or greater may be subject to this VE study requirement.
- I. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda (prepared by a registered New Mexico Professional Engineer) for this project to the OSE for review and approval **before** the project is advertised for construction bids.
- J. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to the OSE for review **prior to** advertising for construction bids. The Grantee must certify in writing that this has been done **prior to** award of the construction contract. Proof of property ownership or easements for the land upon or through which the facility is being constructed with appropriate stamps or markings indicating they are filed with the County Assessor, may be required **prior to** the award of a construction contract. When real property or easements will be acquired by the Grantee, either through purchase or donation, as a part of this project and within the project period, the Grantee shall submit to the OSE documentation of the acquisition, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by the OSE **prior to** the acquisition of any real property. After real property acquisition, the Grantee shall make available to the OSE all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement as described above.
- K. The Grantee shall submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to the OSE for review and approval **prior to** awarding the contract. Grantee shall not award the contract until the OSE has concurred with the award in writing. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), shall be used for awarding construction contracts. Contracts shall be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- L. Following OSE approval of the proposed award, the Grantee shall submit to the OSE for review the notice of the award and the minutes of the meeting in which the award was made,

the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor shall be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.

- M. The selected contractor shall be required to submit a critical path method (CPM) construction schedule to the Grantee at the pre-construction conference with a copy to the OSE.
- N. The Grantee shall submit all modifications to plans and contract by change orders to the OSE promptly for review and approval **prior to** implementation of such modification or change. The decision by the OSE will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by the OSE and followed by written confirmation to the Grantee.
- O. The Grantee shall provide a Resident Project Representative (RPR) to observe construction of the project. The RPR may be a contractor that is secured through the process described in Article 1.E. of this Attachment. If a contractor is used, an agreement must be executed in accordance with the process described in Article 1.F. of this Attachment. The decision on the need for a full-time or part-time RPR is at the sole discretion of the OSE based on oversight requirements and may be modified during the project. The Grantee will be required to submit the RPR's résumé to the OSE for review and approval prior to commencement of construction.
- P. Notwithstanding the inspections performed by the Grantee and its engineer, the OSE will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans but will be in the nature of general OSE review as described in Article 2 below.

ARTICLE 2 OSE OVERSIGHT

OSE site visits, reviews, and approvals are only for purposes of compliance with applicable grant requirements, procedures, and regulations. Any OSE approval shall not be interpreted or construed as any warranty or guarantee. Approval of plans and design of the project means only that plans are complete and in compliance with applicable grant requirements, procedures, and regulations. The OSE will bring to the Grantee's attention any obvious defects in the project's design, materials, or workmanship, but all such defects and their correction shall be the responsibility of the Grantee and its contractors and consultants. Any questions raised by the OSE during its site visits and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants shall remain responsible for the completion and success of the project. Any OSE approval shall not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the OSE.
- B. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, reimbursement to the grantee will be made after approval by the OSE of the PER, study, or

plans and specifications. Reimbursements shall not constitute approval of any of these documents.

- C. If the grant funds are to be used for purchase of equipment, final reimbursement will be made after approval by the OSE of receipt of equipment title and appraisal reports for used equipment.
- D. If the grant funds are to be used for construction (Exhibit E), final reimbursement will be made after the final site visit has been conducted by the OSE and the following items, unless waived by the OSE, have been provided to the OSE in writing, and have been reviewed and approved by the OSE:
 - i. Operation and maintenance manuals for equipment or a letter from the owner certifying receipt and acceptance of the manuals for the installed equipment;
 - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
 - iii. A certificate of substantial completion issued by the project's engineer of record, including punch list items;
 - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds have been "called", an acceptance close-out settlement to the Grantee and contractor shall be submitted to the OSE for final review and approval;
 - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
 - vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
 - vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; together with an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;
 - viii. A written consent of the surety, if any, to final payment; and
 - ix. Grantee's ledger sheets, including all payments made by the Grantee, may be requested with the final reimbursement request and before the final reimbursement request can be processed by the OSE.

ENGINEERS CONSTRUCTION STATUS REPORT*

EXHIBIT E

Prepared for the Office of the State Engineer Dam Safety Bureau

** To be Submitted with Payment Application*

Project Name:		Project Number (DFA):	
Interim Project Report <input type="checkbox"/> Final <input type="checkbox"/> Other <input type="checkbox"/> _____			
Report Period: From ___ / ___ / ___		To ___ / ___ / ___	
Field Orders Issued or Contemplated This Period:			
No. _____			
No. _____			
No. _____			
Change Orders Issued or Contemplated This Period:			
No. _____		Net Change in Contract Price \$ _____	
Justification:			
Original Contract Price: \$ _____ Current Contract Price: \$ _____			
CONTRACT TIME: Original Completion Date or Days _____			
Current Completion Date or Days _____			
Days Remaining for Completion _____			
Percent Project is Complete _____% On Schedule? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Briefly Describe Project Progress During This Period:			
Issues Addressed During This Period (Indicate Any Issues That Remain Unresolved):			
Engineer's Attestation:		Owner Concurrence:	

**ATTACHMENT B
TO THE OFFICE OF THE STATE ENGINEER
HHPD GRANT AGREEMENT**

**DEPARTMENT OF HOMELAND SECURITY
STANDARD TERMS AND CONDITIONS**

FY 2024 DHS STANDARD TERMS AND CONDITIONS

[Recipient is the Office of the State Engineer and subrecipient is the grantee (the entity) to whom the federal grant is sub-awarded by the Office of the State Engineer.]

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

B. General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. §3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. §200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including

supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award

from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational

program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. §200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXI. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting

materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

XXXVI. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

XL. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

XL I. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

XL II. Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866)927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

XL III. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

XL IV. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

XLV. Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

XLVI. Pass-Through to Subrecipients

Awards made to the State Authorized Agency (SAA) for HHPD carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to eligible subrecipients. All pass-through entities must comply with Section 2 C.F.R. 200.332 Requirements for pass-through entities.

XLVII. Mitigation Plan Extraordinary Circumstances:

A Hold Payment will apply for the award that has a hazard mitigation plan that does not include all dam risks. This is a corrective action to the original term of the award, which allowed up to 12 months after the date FEMA approved the subrecipients workplan to meet the local mitigation plan requirement as described in the Notice of Funding Opportunity (NOFO). If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. In the event the noncompliance is not able to be corrected by imposing additional conditions on the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend, or terminate the award, initiate suspension, and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

XLVIII. Revision of Budget and Scope of Work Package (formerly called “amendment/workplan”)

Within 90 days of the notice of award, the State Authorized Agency must submit a revision or Scope of Work package to FEMA for approval that describes the budget and project scope for all work proposed, including identification of all subrecipients, in accordance with 2 C.F.R. § 200.308. The grant award is based on the recipient's Program Work Plan (Scope of Work

package) and applicant eligibility for an allocation under this program and does not convey approval of project scope of work for subrecipients. Budget amounts over each recipient's allocation cannot be funded, and budget amounts short of the allocation may require FEMA recovering the difference between the allocation and budget amount.

XLIX. Eligible High Hazard Potential Dam Documentation

The State Authorized Agency(SAA) must submit a list of all eligible high hazard potential dams in their state with the application. The SAA must submit official assurance statement (signed by the State Dam Safety Officer or Governor's Authorized Representative) that all dams included on the list of eligible high hazard potential dams are regulated by the state dam safety program and meet the HHPD criteria for eligible high hazard potential dams (Source:33 USC-467(4)(A)).

L. Performance Goal

The objective of the HHPD grant is to provide financial assistance for repair, removal, or rehabilitation of eligible high hazard potential dams. Based on the review of your application, FEMA will verify the claimed costs are consistent with the stated program objective. By accepting this award, you certify that the total Federal award amount comports to the total of all allowable costs incurred by the recipient during this fiscal year, in keeping with the program's objective. FEMA will further assess the recipient's performance against the program objectives during the quarterly reporting cycles and the award closeout process outlined in the Performance Measures section of the HHPD grant Notice of Funding Opportunity.

LI. Infrastructure Investment and Jobs Act Funded Projects

Recipients of awards using Infrastructure Investment and Jobs Act funding are required to report during quarterly reporting cycles the project award details and description, subaward project level location data, and the project status and progress toward achieving dam risk reduction project outcomes.

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): McClure Dam Authorized Representatives and Agents No. DSB-FY26-HHPD-01

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Taylor Jurgens Date: 02/12/2026 Phone: (505) 955-4265

Reviewed by City Attorney: Marcos Martinez Date: 03/20/2026
Marcos Martinez (Mar 20, 2026 09:59:29 MDT)

Reviewed by Finance Director: Andrea Phillips Date: 03/20/2026
ANDREA PHILLIPS (Mar 20, 2026 10:19:33 MDT)

Summary:

This Resolution designates authorized representatives and agents for a grant agreement with the State of New Mexico Office of the State Engineer (OSE) regarding Grant Agreement DSB-FY26-HHPD-01 ("Grant Agreement"). The Grant Agreement makes available one million three hundred fifty-four thousand four hundred seventy-nine dollars and zero cents (\$1,354,479.00) for a project to plan and design the rehabilitation of McClure Dam in Santa Fe County.

Departments Affected:

Public Utilities Department

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City of Santa Fe will not satisfy Article XI.B.(e) of the Grant Agreement, which requires the Governing Body to adopt or pass 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. Therefore, without the adoption of this Resolution, the City would not receive OSE grant funding in the amount of one million three hundred fifty-four thousand four hundred seventy-nine dollars and zero cents (\$1,354,479.00).

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

The Governing Body will approve the Grant Agreement through a separate action.

Performance and Administrative Implications:

Public Utilities and Finance Department staff will administer the grant.

Fiscal Implications:

None.

Fiscal Impact

 X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2024	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

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:

Signature:

Email:

Signature:

Email:



Date: March 17th, 2026

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

From: Brian Moya, Interim City Manager

RE: Joint Meetings Between the City of Santa Fe Governing Body and Board of County Commissioners

EXECUTIVE SUMMARY:

The proposed Resolution establishes a framework for joint meetings between the City of Santa Fe and Santa Fe County from 2026 through 2029 to promote regional collaboration on issues of mutual concern. If adopted, the City of Santa Fe Governing Body and Board of County Commissioners would meet at least twice annually in either June or July and November or December. City and County staff would prepare agenda materials, procure subject matter experts, and coordinate the preparation for and running of the joint meetings. The joint meetings would be a collaborative, co-leadership model that includes Action Working Groups co-chaired by members of both the City's Governing Body and Board of County Commissioners. The topics for the meetings may include, without limitation, services for unhoused and justice-involved constituents, permanent supportive housing development, the discussion regarding whether to create a utility authority pursuant to the Regional Water System Resiliency Act, and wildfire mitigation. Notice of and agendas for joint meetings of the Bodies would be posted by the City and the County in accordance with their respective Open Meetings Act resolutions and practice. The meetings would be held at the County Commission Chambers, or other venues that comply with NMSA 1978, Section 4-38-8, and that support community input, online public participation, and cooperative decision-making. Lastly, the joint resolution would expire on December 31, 2029, unless earlier rescinded by one of the Governing Bodies.

ATTACHMENTS:

Resolution
Fiscal Impact Report

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SANTA FE COUNTY

RESOLUTION NO.

INTRODUCED BY:

Commissioner Lisa Cacari Stone

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

A JOINT RESOLUTION

RECOGNIZING THE VALUE OF PERIODIC JOINT MEETINGS BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE AND ESTABLISHING A FRAMEWORK FOR CONDUCTING THOSE MEETINGS.

WHEREAS, Santa Fe County (“County”) and the City of Santa Fe (“City”) have overlapping jurisdiction in certain areas and face a variety of issues of mutual concern and interest; and

WHEREAS, the challenges and opportunities facing local governments generally, and the City and County specifically, are of such complexity and scope that regional solutions and collaboration are sometimes necessary and often lead to better outcomes than can be achieved independently; and

WHEREAS, the County and City have a long history of regional cooperation through joint boards and regional entities to address critical areas, such as water through the Buckman Direct Diversion Board, solid waste through the Santa Fe Solid Waste Management Agency, public safety through the Santa Fe Regional Emergency Communications Center, and transportation through the Metropolitan Planning Organization; and

1 **WHEREAS**, effective policymaking benefits from regular collaboration and
2 communication from policymakers, researchers, practitioners, and community members to identify
3 issues, generate solutions, and inform policy decisions; and

4 **WHEREAS**, intergovernmental leadership and collaboration would allow the County
5 and City to work together to test approaches and incorporate successful practices into policies and
6 programs; and

7 **WHEREAS**, the Governing Body of the City and the Board of County Commissioners
8 (collectively, the “Bodies”) believe that action-oriented, collaborative approaches and outcome-
9 driven agendas in joint meetings will further the mutual goals of collaboration and ensuring that
10 regional solutions are frequently explored and pursued when agreed upon; and

11 **WHEREAS**, the Bodies desire to establish a framework for joint meetings during calendar
12 years 2026, 2027, 2028, and 2029.

13 **NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARD OF**
14 **COUNTY COMMISSIONERS AND THE GOVERNING BODY** that:

- 15 1. The Bodies shall meet at least twice per year, in June or July and November or
16 December, at the call of the Mayor and Chair of the Board of County Commissioners,
17 or upon the request of a minimum of three (3) County Commissioners and five (5) City
18 Councilors.
- 19 2. The agenda for each joint meeting shall be independently approved by the Governing
20 Body of the City and Board of County Commissioners. As appropriate and within
21 budgeted resources, the County Manager and City Manager shall direct staff to prepare
22 packet materials for joint meeting agenda items, ensure packet materials are available
23 at least five (5) business days before a joint meeting, procure subject-matter experts
24 and other resources, and otherwise coordinate the preparation for and running of the
25 joint meetings.

- 1 3. The governance of the joint meetings shall reflect a collaborative, co-leadership
2 model focused on solution-oriented action and measurable outcomes, including the
3 establishment and convening of “Action Working Groups” to address community
4 priorities and issues of mutual concern between the City and the County.
 - 5 a. Action Working Groups shall be co-chaired by one member from each of the
6 Bodies, each appointed based on their subject-matter expertise related to the
7 issue of mutual concern.
 - 8 b. Participation in each Action Working Group shall include, at a minimum,
9 two City Councilors and two County Commissioners to maintain balanced
10 representation between the City and County.
 - 11 c. Each Action Working Group shall prioritize inclusive community
12 participation, evidence-informed analysis, and practical implementation
13 strategies designed to advance policy development, program design, and
14 action-oriented outcomes that address shared City-County priorities.
- 15 4. Joint meetings of the Governing Body of the City and the Board of County
16 Commissioners shall be held in the Chambers located at 102 Grant Avenue, Santa Fe,
17 NM, or other appropriate locations that support public participation, technological
18 access, and effective intergovernmental collaboration and that comply with NMSA
19 1978, Section 4-38-8. Meetings of Action Working Groups that include less than
20 three (3) County Commissioners may be held at any location that meets the needs of
21 the particular meeting.
- 22 5. The Bodies anticipate collaborating on areas of mutual interest for collaborative
23 discussion, planning or action. Such areas may include, but are not limited to, the
24 following:
 - 25 a. services for unhoused and justice-involved constituents;

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- b. permanent supportive housing development;
- c. creation of a utility authority pursuant to the regional Water System Resiliency Act; and
- d. wildfire mitigation.

- 6. Notice of and agendas for joint meetings of the Bodies shall be posted by the City and the County in accordance with their respective Open Meetings Act resolutions and practice.
- 7. This joint resolution shall expire on December 31, 2029, unless earlier rescinded by one of the Governing Bodies.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

MICHAEL J. GARCIA, MAYOR

ATTEST:

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
[Marcos Martinez \(Mar 20, 2026 15:45:27 MDT\)](#)
MARCOS D. MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Resolutions/Joint County-City resolution for joint meetings and working groups

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Joint Meetings Between the City of Santa Fe Governing Body and Board of County Commissioners

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Brian Moya, Interim City Manager Date: 3/20/202

Phone: (505) 955-3111

Reviewed by City Attorney: Marcos Martinez Date: 03/20/2026
Marcos Martinez (Mar 20, 2026 15:45:27 MDT)

Reviewed by Finance Director: Andrea Phillips Date: 03/20/2026
ANDREA PHILLIPS (Mar 20, 2026 15:56:21 MDT)

Summary:

The proposed Resolution establishes a framework for joint meetings between the City of Santa Fe and Santa Fe County from 2026 through 2029 to promote regional collaboration on issues of mutual concern. If adopted, the City of Santa Fe Governing Body and Board of County Commissioners would meet at least twice annually in either June or July and November or December. City and County staff would prepare agenda materials, procure subject matter experts, and coordinate the preparation for and running of the joint meetings. The joint meetings would be a collaborative, co-leadership model that includes Action Working Groups co-chaired by members of both the City's Governing Body and Board of County Commissioners. The topics for the meetings may include, without limitation, services for unhoused and justice-involved constituents, permanent supportive housing development, discussion regarding creating a utility authority pursuant to the Regional Water System Resiliency Act, and wildfire mitigation. Notice of and agendas for joint meetings of the Bodies would be posted by the City and the County in accordance with their respective Open Meetings Act resolutions and practice. The meetings would be held at the County Commission Chambers, or other venues that comply with NMSA 1978, Section 4-38-8, and that support community input, online public participation, and cooperative decision-making. Lastly, the joint resolution would expire on December 31, 2029, unless earlier rescinded by one of the Governing Bodies.

Departments Affected:

Various Departments may be asked to help prepare materials for the joint meetings, depending on the topics identified as a meeting objective.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then the City of Santa Fe and County of Santa Fe would not hold joint meetings as described in the Resolution.

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

None.

Performance and Administrative Implications:

The City Manager and County Manager shall direct staff to prepare packet materials for joint meeting agenda items, ensure packet materials are available at least five (5) business days before a joint meeting, procure subject matter experts and other resources, and coordinate the preparation for and running of the joint meetings.

Fiscal Implications:

None identified at this time.

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
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

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:

Email: