**Agenda** **Regular Meeting of the Finance Committee**
**April 6, 2026 at 5:00 PM**
**Council Chambers, City Hall**
**200 Lincoln Avenue**

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

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 23, 2026, Finance Committee Meeting Minutes. (Erminia Tapia, Business Operations Manager; emtapia@santafenm.gov)

    **Committee Review:**
    Finance Committee: 04/06/2026

    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. Request for Approval of Amendment No. 4 to Item #23-0551 Memorandum of Understanding with Santa Fe County to Increase the Compensation by $25,000 for a New Total Amount of $225,000 for Local DWI Grant Funds. (Patrick Trujillo, Police Captain; pjtrujillo@santafenm.gov)

**Committee Review:**
Quality of Life Committee: 04/01/2026
Finance Committee: 04/06/2026
Governing Body: 04/07/2026

d. Request for Approval of a Professional Services Contract with Kiwanis Club of Santa Fe to Produce the City's Fourth of July Celebrations in the Total Amount of $885,507 through April 15, 2030. (Melissa McDonald, Parks and Open Space Director; mamcdonald@santafenm.gov)

**Committee Review:**
Quality of Life Committee: 04/01/2026
Finance Committee: 04/06/2026
Governing Body : 04/07/2026

e. Request for Approval of Professional Services Agreement with Santa Fe Community Housing Trust for Mortgage Reduction Assistance in the Total Amount of $208,072.18 through September 30, 2026. (Faviola A. Chavez, Director of Affordable Housing; fachavez@santafenm.gov)

**Committee Review:**
Quality of Life Committee: 04/01/2026
Finance Committee: 04/06/2026
Governing Body: 04/07/2026

f. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $609,755 from the U.S. Department of Housing and Urban Development to FY26 Grants and Services for the Community Development Block Grant Subrecipient Agreements for Grant Years 2023, 2024 and 2025. (Roberta Catanach, Project Administrator; rlcatanach@santafenm.gov)

**Committee Review:**
Quality of Life Committee: 04/01/2026
Finance Committee: 04/06/2026
Governing Body: 04/07/2026

g. CONSIDERATION OF RESOLUTION NO. 2026-___. (Councilor Amanda Chavez)
A Resolution Authorizing City of Santa Fe Representatives and Agents to Sign Agreements and Requests for Payment Regarding New Mexico 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: 04/06/2026
Governing Body: 04/07/2026

h. 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

i. 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. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
12. Next Meeting: Monday, April 20, 2026
13. 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 Finance Committee**
**March 23, 2026 at 5:00 PM**
**Council Chambers, City Hall**
**200 Lincoln Avenue**
**MINUTES**

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1. Call to Order

The Regular Meeting of the Finanace Committee was called to order by Councilor Faulkner at 5:00 PM, on Monday, March 23, 2026, in the Council Chambers, CIty Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

**MEMBERS PRESENT**
Councilor Pilar Faulkner
Councilor Lee Garcia
Councilor Alma Castro
Councilor Paul Bustamante

**MEMBERS EXCUSED**
Councilor Jamie Cassutt

**OTHER PARTICIPANTS ATTENDING**
Andrea K. Phillips, Deputy City Manager and Interim Finance Department Director
Erminia M. Tapia, Business Operations Manager

3. Approval of Agenda

**MOTION** A motion was made by Councilor Castro, seconded by Councilor Bustamante, to Approve.

**VOTE** The motion Passed on a roll call vote.

4. Approval of Consent Agenda

**MOTION** A motion was made by Councilor Bustamante, seconded by Councilor Garcia, to Approve.

**VOTE** The motion Passed on a roll call vote.

5. Public Comment

6. Presentations

   a. Fiscal Year 2025 Audit Report. (Anrdrea K. Phillips, Deputy City Manager and Interim Finance Director; akphillips@santafenm.gov and Matthew Bonifer, Accounting Officer; mtbonifer@santafenm.gov and Alan D. A.J. Bowers Jr., Carr Riggs & Ingram, L.L.C.; Abowers@CRIadv.com)

7. Action Items: Consent Agenda

a. Request for Approval of the March 09, 2026, Finance Committee Meeting Minutes. (Erminia Tapia, Business Operations Manager; emtapia@santafenm.gov)

**Committee Review:**
Finance Committee: 03/23/2026

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

Approved on Consent.

e. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia) 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.

f. 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.

g. CONSIDERATION OF BILL NO. 2026-07. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Jamie Cassutt)
A Bill Creating a New Section 2-2.10 of SFCC 1987 to Establish City Attorney and City Clerk Authority to Correct Scrivener's Errors. (Marci Eannarino, Legislation and Policy Innovation Manager; maennarino@santafenm.gov; Christine Spiers, Legislative Coordinator; cmspiers@santafenm.gov; Palmer Anderson, Policy Analyst; pcanderson@santafenm.gov)

**Committee Review:**
Governing Body (Introduced): 02/25/2026
Governing Body (Public Comment): 03/11/2026
~~Quality of Life Committee: 03/18/2026~~ ***MEETING HAS BEEN CANCELED***
Finance Committee: 03/23/2026
Governing Body (Public Hearing): 04/07/2026

Approved on Consent.

8. Action Items: Discussion Agenda

9. Matters from Staff

10. Matters from the Committee

11. Matters from the Chair

12. Next Meeting: Monday, April 06, 2026

13. Adjourn

Meeting Adjourned at 5:41 P.M.

ERMINIA TAPIA

Liaison

Chair

CITY OF SANTA FE

# 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

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

**Subject:** Utility Billing System Modernization Project

**Vendor Name:** ITSQuest, Inc.

**Munis Vendor Number:** 9036

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## 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: nljimenez@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:** Andy Hopkins **Date:** 03/09/2026

**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:** _____ **Date:** 03/09/2026

**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

**ATTACHMENTS:**

Budget Amendment Resolution (BAR)
Procurement document: Statewide Price Agreement
Vendor's Quote
Certificate of Liability Insurance

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

# 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 | | | | *{enter as positive #}* | *{enter as negative #}* |
| 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 | | | | *{enter as negative #}* | *{enter as positive #}* |
| Transfer In (ESD) | 5110351 | 665510 | | (39,816) | |
| Transfer In (Wastewater) | 5110351 | 665500 | | (38,250) | |
| Transfer In (Water) | 5110351 | 665505 | | (103,906) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 181,972 | $ - |

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

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

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 500 | (38,250) |
| 505 | (103,906) |
| 510 | (39,816) |
| | |
| TOTAL: | (181,972) |

Amanda Britt for Nancy Jimenez
Prepared By *{print name}* Date

3/9/26
Division Director Signature *{optional}* Date

3/9/26
Department Director Signature Date

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

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Andy Hopkins 03/09/2026
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Docusign Envelope ID: 81D3CB7B-399C-45C1-87EB-2949AA3295E1



# 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**

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

**Invoice:**
**As Requested**

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

Amendment No.: **One**

Term: **October 6, 2023-December 8, 2026**

MJ

Procurement Specialist: **Mikayla Trujillo**

Telephone No.: **(505) 469-1092**

Email: **Mikayla.Trujillo@gsd.nm.gov**

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



VL

## 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
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Mikayla Trujillo
1100 S Saint Francis Dr
Santa Fe, NM 87502
mikayla.trujillo@gsd.nm.gov
IP Address: 164.64.62.10

## Record Tracking

Status: Original
12/3/2024 9:53:16 AM
Holder: Mikayla Trujillo
mikayla.trujillo@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: General Services Department
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Vanessa LeBlanc<br>Vanessa.LeBlanc@gsd.nm.gov<br>Bureau Chief<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Accepted: 6/2/2020 7:02:26 AM<br>ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4 | VL<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 12/3/2024 10:02:39 AM<br>Viewed: 12/3/2024 10:06:54 AM<br>Signed: 12/3/2024 10:07:01 AM |
| Mikayla Trujillo<br>mikayla.trujillo@gsd.nm.gov<br>Procurement Specialist II<br>GSD/SPD<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | MJ<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 12/3/2024 10:07:02 AM<br>Viewed: 12/3/2024 11:31:17 AM<br>Signed: 12/3/2024 11:31:24 AM |
| Dorothy Mendonca<br>dorothy.mendonca@gsd.nm.gov<br>SPD Division Director / State Purchasing Agent<br>General Services Department<br>Signing Group: 35000 - State Purchasing Agent<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 4/14/2023 7:24:59 AM<br>ID: 51f6380f-50f7-4227-afb5-572b373dfb7c | Dorothy Mendonca<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 12/3/2024 11:31:26 AM<br>Viewed: 12/3/2024 1:08:56 PM<br>Signed: 12/3/2024 1:09:00 PM |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|
| **Carbon Copy Events** | **Status** | **Timestamp** |
| **Witness Events** | **Signature** | **Timestamp** |
| **Notary Events** | **Signature** | **Timestamp** |
| **Envelope Summary Events** | **Status** | **Timestamps** |
| Envelope Sent | Hashed/Encrypted | 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** |
| **Electronic Record and Signature Disclosure** | | |

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

# B. Obtaining paper copies

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

# C. Withdrawing your consent

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

# D. Consequences of changing your mind

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

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

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

# F. How to contact GSD:

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

# G. To advise SPD of your new email address

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

# H. To request paper copies from SPD

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

# I. To withdraw your consent with SPD

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

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

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

# J. Required hardware and software

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

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

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

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

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

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# State of New Mexico
# General Services Department

## Statewide Price Agreement

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

**Email: jeffreagan@itsquest.com**
**Telephone No.: (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.**

**Invoice:**
**As requested at time of order**

Procurement Specialist: **Yuliastuti Wulandari**

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

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

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

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## Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's 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 page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

**Article V – Termination**
The Agency may terminate this Agreement for convenience or cause. The 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

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

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

**Article VIII – Issuance or Orders**
Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**
Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**
Prices as listed in the 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.

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



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***

DocuSign

## Certificate Of Completion

Envelope Id: 999541D9A8F04B5B8B30AAAFF168EBA0
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
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Natalie Martinez
1100 S Saint Francis Dr
Santa Fe, NM 87502
Natalie.Martinez1@gsd.nm.gov
IP Address: 172.59.0.18

## Record Tracking

Status: Original
10/5/2023 6:21:45 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Natalie Martinez
Natalie.Martinez1@gsd.nm.gov
Pool: StateLocal
Pool: GSD

Location: DocuSign

Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Natalie Martinez<br>natalie.martinez1@gsd.nm.gov<br>Deputy Director<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 172.59.0.18 | Sent: 10/5/2023 6:24:23 PM<br>Viewed: 10/5/2023 6:24:33 PM<br>Signed: 10/5/2023 6:24:42 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Dorothy Mendonca<br>dorothy.mendonca@gsd.nm.gov<br>SPD Division Director / State Purchasing Agent<br>General Services Department<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 10/5/2023 6:24:44 PM<br>Viewed: 10/6/2023 9:33:54 AM<br>Signed: 10/6/2023 9:34:05 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 4/14/2023 7:24:59 AM<br>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.

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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.

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- 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.

ITSQUEST STAFFING

7710 Milwaukee Ave. #300
Lubbock, TX 79424
(806) 785-9100
Fax (806) 785-1912
www.itsquest.com

# 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.<br>4505 82nd St., Ste. 3<br>Lubbock, TX, 79424<br>(806) 785-9100<br>(806) 785-1912 (fax)<br>www.itsquest.com |
| Contact: | Mr. Jeff Reagan<br>4505 82nd St., Ste. 3<br>Lubbock, TX, 79424<br>(806) 785-9100<br>(806) 785-1912 (fax)<br>jeffreagan@itsquest.com |
| Business Size: | Small Disadvantaged Woman Owned Business |

ITSQUEST STAFFING

**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: | **Bernallilo, 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**<br>**4505 82nd St., Ste. 3**<br>**Lubbock, TX 79424**<br>**(806) 785-9100**<br>**jeffreagan@itsquest.com** |

ITSQUEST STAFFING

| 561320 Temporary Staffing<br>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 |

ITSQUEST STAFFING

| 561320 Temporary Staffing<br>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<br>Includes temporary administrative and professional staffing | |
|---|---|
| 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 |

ITSQUEST STAFFING

| 561320 Temporary Staffing<br>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<br>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 a similar 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 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 apprises 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.

ITSQUEST

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|---|---|
| **Offer to:** | **Carla Monroe**<br>**Public Utilities Program Manager- Consultant**<br>**City of Santa Fe Public Utilities**<br>**801 West San Mateo**<br>**Santa Fe, NM 87505**<br>**Phone: 505-504-8240**<br>**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 SR. - R.S. | SF | 3/30/2026 - 8/15/2026 | $45.00 | 20 | 20 | 400 | $65.25 | $26,100.00 | 8.1875% | $ 2,136.94 | $28,236.94 |
| SENIOR QA TESTER SR. - M.W. | SF | 3/30/2026 - 8/15/2026 | $45.00 | 20 | 20 | 400 | $65.25 | $26,100.00 | 8.1875% | $ 2,136.94 | $28,236.94 |
| SENIOR QA TESTER - E.S. | SF | 3/30/2026 - 8/15/2026 | $35.00 | 20 | 40 | 800 | $50.75 | $40,600.00 | 8.1875% | $ 3,324.13 | $43,924.13 |
| QA TESTER - E.C. | SF | 3/30/2026 - 8/15/2026 | $35.00 | 20 | 40 | 800 | $50.75 | $40,600.00 | 8.1875% | $ 3,324.13 | $43,924.13 |
| QA TESTER - R.W. | SF | 3/30/2026 - 8/15/2026 | $30.00 | 20 | 40 | 800 | $43.50 | $34,800.00 | 8.1875% | $ 2,849.25 | $37,649.25 |
| | | | | | | | | | | | **$181,971.38** |

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**

Friday, February 20, 2026

**Date**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/04/2026

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

**CONTACT NAME:** Molly Stearns
**PHONE (A/C, No, Ext):** (800) 874-4798 **FAX (A/C, No):**
**E-MAIL ADDRESS:** mstearns@barrowgroup.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Philadelphia Indemnity Insurance Co | 18058 |
| INSURER B: QBE Insurance Corporation | 39217 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
ItsQuest Inc.
7710 Milwaukee #300
Lubbock TX 79424

**COVERAGES** **CERTIFICATE NUMBER:** 2026 COI **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | PHPK2659377-004 | 02/27/2026 | 02/27/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Abuse & Molestation | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | PHPK2659377-004 | 02/27/2026 | 02/27/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | PHUB901911-004 | 02/27/2026 | 02/27/2027 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 1,000,000<br>$ 1,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 202000784 | 09/01/2025 | 09/01/2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 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 PHPK2659377-004 02/27/2026 02/27/2027 $1,000,000/$1,000,000
A Professional Liability PHPK2659377-004 02/27/2026 02/27/2027 $1,000,000/$2,000,000
A Crime Bond PHPK2659377-004 02/27/2026 02/27/2027 $500,000

**CERTIFICATE HOLDER**
City of Santa Fe
200 Lincoln Ave.
Santa Fe NM 87501

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

**AUTHORIZED REPRESENTATIVE**
Robert J. Barrow

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CITY OF SANTA FE

# The Purchasing Memo

**Date: February 19, 2026**

**To:** Chief Brian Moya, Interim City Manager BM

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

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

**Subject:** Utility Billing System Modernization Project

**Vendor Name:** ITSQuest, Inc.

**Munis Vendor Number:** 9036

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## 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 / 51310

**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/ x4355

**ATTACHMENTS:**
Procurement document: Statewide Price Agreement
Vendor's Quote
Certificate of Liability Insurance

Docusign Envelope ID: 81D3CB7B-399C-45C1-87EB-2949AA3295E1



# 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.**

**Invoice:**
**As Requested**

MJ

Procurement Specialist: **Mikayla Trujillo**

Telephone No.: **(505) 469-1092**

Email: **Mikayla.Trujillo@gsd.nm.gov**

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



VL

docusign

## 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
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Mikayla Trujillo
1100 S Saint Francis Dr
Santa Fe, NM 87502
mikayla.trujillo@gsd.nm.gov
IP Address: 164.64.62.10

## Record Tracking

Status: Original
12/3/2024 9:53:16 AM
Holder: Mikayla Trujillo
mikayla.trujillo@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: General Services Department
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Vanessa LeBlanc<br>Vanessa.LeBlanc@gsd.nm.gov<br>Bureau Chief<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 12/3/2024 10:02:39 AM<br>Viewed: 12/3/2024 10:06:54 AM<br>Signed: 12/3/2024 10:07:01 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/2/2020 7:02:26 AM<br>ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4 | | |
| Mikayla Trujillo<br>mikayla.trujillo@gsd.nm.gov<br>Procurement Specialist II<br>GSD/SPD<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 12/3/2024 10:07:02 AM<br>Viewed: 12/3/2024 11:31:17 AM<br>Signed: 12/3/2024 11:31:24 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Dorothy Mendonca<br>dorothy.mendonca@gsd.nm.gov<br>SPD Division Director / State Purchasing Agent<br>General Services Department<br>Signing Group: 35000 - State Purchasing Agent<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 12/3/2024 11:31:26 AM<br>Viewed: 12/3/2024 1:08:56 PM<br>Signed: 12/3/2024 1:09:00 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 4/14/2023 7:24:59 AM<br>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 | 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** |
| **Electronic Record and Signature Disclosure** | | |

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

# B. Obtaining paper copies

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

# C. Withdrawing your consent

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

# D. Consequences of changing your mind

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

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

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

# F. How to contact GSD:

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

# G. To advise SPD of your new email address

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

# H. To request paper copies from SPD

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

# I. To withdraw your consent with SPD

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

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

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

# J. Required hardware and software

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

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

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

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

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

DocuSign Envelope ID: 999541D9-A8F0-4B5B-8B30-AAAFF168EBA0



# 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**

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.**

**Invoice:**
**As requested at time of order**

Procurement Specialist: **Yuliastuti Wulandari**

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

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

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

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## Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's 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 page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

**Article V – Termination**
The Agency may terminate this Agreement for convenience or cause. The 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

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

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

**Article VIII – Issuance or Orders**
Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**
Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**
Prices as listed in the 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.

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



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***

DocuSign

## Certificate Of Completion

Envelope Id: 999541D9A8F04B5B8B30AAAFF168EBA0
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
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Natalie Martinez
1100 S Saint Francis Dr
Santa Fe, NM 87502
Natalie.Martinez1@gsd.nm.gov
IP Address: 172.59.0.18

## Record Tracking

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

| Signer Events | Signature | Timestamp |
|---|---|---|
| Natalie Martinez<br>natalie.martinez1@gsd.nm.gov<br>Deputy Director<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 172.59.0.18 | Sent: 10/5/2023 6:24:23 PM<br>Viewed: 10/5/2023 6:24:33 PM<br>Signed: 10/5/2023 6:24:42 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Dorothy Mendonca<br>dorothy.mendonca@gsd.nm.gov<br>SPD Division Director / State Purchasing Agent<br>General Services Department<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 10/5/2023 6:24:44 PM<br>Viewed: 10/6/2023 9:33:54 AM<br>Signed: 10/6/2023 9:34:05 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 4/14/2023 7:24:59 AM<br>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.SPDinfo@state.nm.us*

# G. To advise SPD of your new email address

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

# H. To request paper copies from SPD

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

# I. To withdraw your consent with SPD

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

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

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

# J. Required hardware and software

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

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

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

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

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

ITSQUEST STAFFING

7710 Milwaukee Ave. #300
Lubbock, TX 79424
(806) 785-9100
Fax (806) 785-1912
www.itsquest.com

# 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.<br>4505 82nd St., Ste. 3<br>Lubbock, TX, 79424<br>(806) 785-9100<br>(806) 785-1912 (fax)<br>www.itsquest.com |
| Contact: | Mr. Jeff Reagan<br>4505 82nd St., Ste. 3<br>Lubbock, TX, 79424<br>(806) 785-9100<br>(806) 785-1912 (fax)<br>jeffreagan@itsquest.com |
| Business Size: | Small Disadvantaged Woman Owned Business |

ITSQUEST STAFFING

**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.

ITSQUEST STAFFING

| | |
|---|---|
| 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: | **Bernallilo, 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

ITSQUEST STAFFING

| 561320 Temporary Staffing<br>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 |

ITSQUEST STAFFING

| 561320 Temporary Staffing<br>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 |

ITSQUEST STAFFING

| 561320 Temporary Staffing<br>Includes temporary administrative and professional staffing | |
|---|---|
| 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 |

ITSQUEST STAFFING

| 561320 Temporary Staffing<br>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<br>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 ofthe 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 ordictates 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 asnecessary 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 andcollecting 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 documentsin 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 shippinginvoices 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 fromemployee 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 thataffect the orderly flow of work in transactions with parties outside the

organization.

Preparing agenda for conferences; explain discussion topics to participants; drafts introductionsand 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 policiesor 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 typicallymust 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 usuallyrelate to stable or standardized segments of technical supply management operations; or to functions or subjects that are narrowin 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 theproblems 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 ofdifferent 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 oraccommodations.

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 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 apprises 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 dutiesas 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/bakeryworker 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 operatingprocedures.

**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 todata 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 informativepictures. 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 photographicequipment 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.

ITSQUEST

| | |
|---|---|
| **Offer to:** | **Carla Monroe**<br>**Public Utilities Program Manager- Consultant**<br>**City of Santa Fe Public Utilities**<br>**801 West San Mateo**<br>**Santa Fe, NM 87505**<br>**Phone: 505-504-8240**<br>**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 | CONTACT NAME: Molly Stearns | |
|---|---|---|
| Barrow Group<br>110 E. Crogan Street<br>Lawrenceville GA 30046 | PHONE (A/C, No, Ext): (800) 874-4798 | FAX (A/C, No): |
| | E-MAIL ADDRESS: mstearns@barrowgroup.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Philadelphia Indemnity Insurance Co | 18058 |
| INSURED<br>ItsQuest Inc.<br>4505 82nd Street<br>Suite 3<br>Lubbock TX 79424 | INSURER B : QBE Insurance Corporation | 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 | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PROJECT [ ] LOC<br>[ ] 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 - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Abuse & Molestation | $ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY<br>[ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY<br>[X] 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 | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | PHUB901911-003 | 02/27/2025 | 02/27/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | AGGREGATE | $ 1,000,000 |
| | | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A<br>(Mandatory in NH)<br>If yes, describe under<br>DESCRIPTION OF OPERATIONS below | | N/A | 202000784 | 09/01/2025 | 09/01/2026 | [X] PER STATUTE [ ] OTHER | |
| | | | | | | | 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**

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

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Robert G. Barrow Jr.

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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

CITY OF SANTA FE

**Date:** March 16, 2026

To: Governing Body Committee
Finance Committee
Quality of Life Committee

**Via:** Brian Moya, Interim City Manager
Thomas Grundler, Interim Chief of Police THOMAS J GRUNDLER
THOMAS J GRUNDLER (Mar 16, 2026 16:31:52 MDT)

**From:** Patrick Trujillo, Police Captain Patrick Trujillo

**Subject:** **LDWI Grant MOU- Agreement Amendment #4**

**Vendor Name:** **Santa Fe County**

**Vendor Number:** **3906**

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**ITEM AND ISSUE:**
The Santa Fe Police Department respectfully requests your review and approval of Amendment #4 to Item # 23-0551; Memorandum of Understanding (MOU) with the Santa Fe County to increase the compensation by $25,000 for a new total agreement amount of $225,000 for Local LDWI Grant Funds.

**Action Requested:** **Approval of Amendment #4**

**BACKGROUND AND SUMMARY:**
The attached MOU/Agreement amendment is for an increase of funding for an existing MOU/Agreement that is already in place. The Santa Fe Police Department continues its commitment to making Santa Fe Safer and continues with DWI enforcement efforts, by conducting operations focused on prevention/reductions of DWI incidents, over service and sales to minors.

**PROCUREMENT METHOD:** N/A
**Chief Procurement Officer Approval:** N/A **Date:**
**Comment/Exceptions:**
**Supporting Information:**

**CONTRACT NUMBER:** N/A

**$$$$$ SOURCE/REVENUE:** ☐**Expense** | ☒**Revenue**
Reimbursement of overtime.

**Budget Officer Approval:** Andy Hopkins **Date:** 03/18/2026
**Comment/Exceptions:**

**Grant ☒Yes | ☐ No**
**Grant #:** L2601
**Grant Manager/Accounting Officer Approval:** ERIKA LUJAN ERIKA LUJAN (Mar 18, 2026 15:19:53 MDT) **Date:** 03/16/2026
**Comment/Exceptions:** _____

**Project ☒Yes | ☐ No**
**Project Ledger #:** POL2622302

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000**
**☐Yes | ☒ No**
**Asset # (if known):** N/A

**Repair or Replacement of Existing Equipment:**
**☐Yes | ☒ No ~If yes -> ☐Repair | ☐ Replacement**
**Please explain:** N/A

**Capital Project:**
**(New and improvement projects that are going to cost $10,000 or more)**
**☐ Yes | ☒ No**
**Anticipated length of project:** N/A
**Asset Manager Approval:** N/A **Date:** _____
**Comment/Exceptions:** _____

**Was this service deemed construction: ☐ Yes | ☒ No**
**~If yes, does this expenditure exceed $25,000? ☐ Yes | ☒ No**
**~If yes, did you obtain the appropriate bond? ☐ Yes | ☒ No**
**~Performance and Payment & Labor - NMSA 1978, Section 13-4-18**

**Department Approvals:**
IT Components: ☐ **Yes | ☒ No**
Vehicles: ☐ **Yes | ☒ No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes | ☒ No**
**Approval**: N/A **Title:** _____ **Date**: _____
**Approval**: _____ **Title:** _____ **Date**: _____
**Comment & Exceptions**: _____

Department Contract Administrator Contact Info: Anna Marie Bowen, 505-955-5122

**ATTACHMENTS:**
MOU/Agreement Amendment #4
Project Ledger Form
Budget Amendment Resolution (BAR)

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 03/04/2025

Project Title: LDWI Grant (DWI Checkpoints, Saturation, Patrols, etc.)

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: POL2622302

Grant ID: L2601

Approved By: BSG 03.16.26 ERIKA LUJAN (Mar 18, 2026 15:19:53 MDT)

(Finance Use Only)

Department: SFPD Project Manager: AnnaMarie Bowen Ext: 5122

Project Date Range: upon signature to June 30, 2026 ☐ Create Fixed Asset

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

Funding Source: Local DWI Grant Funds- Santa Fe County % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 491010 Awarded Amount: $25,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

**Expense String Phase:**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: POLICE OT MUNIS ORG: 2230315 MUNIS OBJ: 501400

**Grants Only (list all grants if applicable):**

Grantor Name: SF COUNTY MOA-2023-0136-CSD/APS Amendment # 4 Awarded Amount: $25,000

AR Charge Code: 2230315.491010 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

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

Grantor Id: _____ Federal CFDA (if applicable): _____

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

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Police/Administration | 3/16/2026 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Overtime | 2230315 | 501400 | POL2622302 | 25,000 | |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| Santa Fe County - LDWI Grant | 2230315 | 491010 | POL2622302 | (25,000) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ - | $ - |

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

To record Memorandum of Agreement (MOA) Amendment No. 4 between Santa Fe County and the City of Santa Fe

for Local DWI. Grant Expires 06/30/2026.

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

AnnaMarie Bowen — 3/16/2026
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Department Director Signature — 3/16/26 — Date

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

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Andy Hopkins — 03/18/2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

# AMENDMENT NO. 4 TO MEMORANDUM OF AGREEMENT NO. 2023-0263-CSD/JL

This Amendment is entered into this _____day of _____, 2026, between **Santa Fe County** (the "County"), and the **City of Santa Fe, Santa Fe Police Department** (the "City").

**WHEREAS,** on June 30, 2023, the County and City entered into Memorandum of Agreement No. 2023-0263-CSD/JL (the "MOA") to provide for the City's provision of DWI and DUI prevention services; and

**WHEREAS**, Amendment Nos. 1 through 3 increased the compensation payable to the City and extended the term of the MOA to June 30 2026; and

**WHEREAS**, pursuant to Article 6 of the MOA, the parties may amend the MOA by written instrument signed by the parties; and

**WHEREAS,** by this Amendment No. 4 the parties agree to amend the MOA to increase the compensation payable to the City by $25,000.

**NOW, THEREFORE,** the parties agree to amend the MOA as follows:

1. Article 2 (Reimbursement; Compensation) insert a subparagraph D to read:

> D. By Amendment No. 4 the compensation payable to the City is increased by the sum of $25,000. The total compensation payable to the City for the term of this Agreement will not exceed $225,000.00, *inclusive* of NM GRT.

2. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1 through 3 and this Amendment No. 4 will remain in full force and effect.

**IN WITNESS WHEREOF,** the parties have executed this Amendment as of the date of last signature by the parties.

**SANTA FE COUNTY:**

_____ _____
Gregory S. Shaffer Date
Santa Fe County Manager

Approved as to form:

Roberta D. Joe for W.B. 3/2/2026
Walker Boyd Date
Santa Fe County Attorney

**CITY OF SANTA FE**

_____ _____

Michael Garcia Date
Mayor

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Christoher W. Ryan
Christoher W. Ryan (Mar 3, 2026 16:47:53 MST)
_____
CHRISTOPHER RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

# AMENDMENT NO. 3 TO MEMORANDUM OF AGREEMENT NO. 2023-0263-CSD/JL

This Amendment is entered into this 22 day of August, 2025, between **Santa Fe County** (the "County"), and the **City of Santa Fe, Santa Fe Police Department** (the "City).

**WHEREAS,** on June 30, 2023, the County and City entered into Memorandum of Agreement No. 2023-0263-CSD/JL (the "MOA") to provide for the City's provision of prevention of DWI and DUI services; and

**WHEREAS,** by this Amendment No. 3 the parties agree to amend the MOA to increase the compensation payable to the City and extend the term to June 30, 2026.

**NOW, THEREFORE,** the parties agree to amend the MOA as follows:

1. Article 2 (Reimbursement; Compensation) insert a subparagraph C to read:

> C. By Amendment No. 3 the compensation payable to the City is increased by the sum of $60,000. The total compensation payable to the City for the term of this Agreement will not exceed $200,000.00, *inclusive* of NM GRT.

2. Article 3 (Term) insert a subparagraph c to read:

> c. By Amendment No. 3 the term is extended to June 30, 2026.

3. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 will remain in full force and effect.

**IN WITNESS WHEREOF,** the parties have executed this Amendment as of the date of last signature by the parties.

**SANTA FE COUNTY:**

| | |
|---|---|
| Gregory S. Shaffer<br>Santa Fe County Manager | 07/16/2025<br>Date |

*Approved as to form:*

| | |
|---|---|
| Roberta D. Joe for W.B.<br>Walker Boyd<br>Santa Fe County Attorney | July 3, 2025<br>Date |

**CITY OF SANTA FE**

Mark Scott (Aug 22, 2025 18:02:51 MDT)

MARK SCOTT, CITY MANAGER

Aug 22, 2025

Date

ATTEST:

ANDREA SALAZAR (Aug 26, 2025 11:18:29 MDT)

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christoher W. Ryan

Christoher W. Ryan (Jul 16, 2025 14:22 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

# AMENDMENT NO. 2 TO MEMORANDUM OF AGREEMENT BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE REGARDING THE USE OF DWI GRANT FUNDS

This Amendment is made this 18th day of October, 2024, between **Santa Fe County** (the "County"), and the **City of Santa Fe, Santa Fe Police Department** (the "City).

**WHEREAS,** on June 30, 2023, the County and City entered into Memorandum of Agreement No. 2023-0263-CSD/JL (the "MOA") to provide for the City's provision of prevention of DWI and DUI services; and

**WHEREAS,** according to Article 6 of the MOA the parties may amend the MOA by an instrument in writing signed by the parties; and

**WHEREAS,** by this Amendment No. 2 the parties agree to amend the MOA to increase the compensation payable to the City and extend the term to June 30, 2025.

**NOW, THEREFORE,** the parties agree to amend the MOA as follows:

1. Article 2 (Reimbursement; Compensation) insert a subparagraph B to read:

   B. By Amendment No. 2 the compensation payable to the City is increased by the sum of $60,000. The total compensation payable to the City for the term of this Agreement will not exceed $140,000.00, *inclusive* of NM GRT.

2. Article 3 (Term) insert a subparagraph b to read:

   b. By Amendment No. 2 the term is extended to June 30, 2025.

3. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 will remain in full force and effect.

**IN WITNESS WHEREOF,** the parties have executed this Amendment as of the date of last signature by the parties.

**SANTA FE COUNTY:**

Gregory S. Shaffer
Santa Fe County Manager

10/18/2024
Date

Approved as to form:

Roberta D. Joe for J.Y.
Jeff Young
Santa Fe County Attorney

July 26, 2024
Date

**CITY OF SANTA FE**

John Blair
John Blair (Oct 14, 2024 16:51 EDT)
John Blair
City Manager

Oct 14, 2024
Date

Attestation:

Geralyn F. Cardenas
Interim City Clerk

Oct 16, 2024
Date

Approved as to form:

Christopher W. Ryan
Christopher W. Ryan (Aug 26, 2024 12:15 MDT)
Christopher W. Ryan
Senior Assistant City Attorney

Aug 26, 2024
Date

Approved:

Emily K. Oster
Emily K. Oster
Director of Finance

Oct 14, 2024
Date

Business Unit No.

**Signature:** XAVIER VIGIL
XAVIER VIGIL (Oct 16, 2024 10:44 MDT)

**Email:** xivigil@santafenm.gov

**AMENDMENT NO. 1 TO**
**MEMORANDUM OF AGREEMENT**
**BETWEEN SANTA FE COUNTY**
**AND THE CITY OF SANTA FE**
**REGARDING THE USE OF DWI GRANT FUNDS**

This Amendment is made this 10th day of April, 2024, between **SANTA FE COUNTY** (the "County"), and **CITY OF SANTA FE, SANTA FE POLICE DEPARTMENT** (the "City).

**WHEREAS,** on September 19, 2023 the County and City entered into Memorandum of Agreement No. 2023-0263-CSD/JL (the "Agreement") to provide for the City's provision of prevention of DWI and DUI services; and

**WHEREAS,** according to Article 6 of the Agreement (AMENDMENT) the parties may amend the Agreement by an instrument in writing signed by the parties; and

**WHEREAS,** by this Amendment No. 1 the parties agree that the County will increase the amount of reimbursement available to the City.

**NOW, THEREFORE,** the parties agree to amend the Agreement as follows:

1. Article 2 (REIMBURSEMENT; COMPENSATION) insert a subparagraph A to read:

> A. By Amendment No. 1 to this Agreement the amount of reimbursement to the City is increased by the sum of $20,000.00. The amount of Reimbursement to the City for costs incurred for the purposes under this Agreement will not exceed $80,000.00, *inclusive* of NM GRT.

2. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 will remain in full force and effect.

**IN WITNESS WHEREOF,** the parties have executed this Amendment as of the date of last signature by the parties.

**SANTA FE COUNTY:**

Gregory S. Shaffer
Santa Fe County Manager

4/10/2024
Date

Approved as to form:

Roberta D. Joe for J.Y. — February 14, 2024

Jeff Young — Date
Santa Fe County Attorney

Finance Division:

02/16/2024

Yvonne S. Herrera — Date
Finance Director

**CITY OF SANTA FE**

John Blair — Apr 1, 2024
John Blair (Apr 1, 2024 10:45 MDT)

John Blair — Date
City Manager

Attestation:

Apr 2, 2024
Geralyn Cardenas (Apr 2, 2024 08:26 MDT)

Geralyn F. Cardenas XIV — Date
Interim City Clerk

Approved as to form:

Christopher W. Ryan — Mar 20, 2024

Christopher W. Ryan — Date
Senior Assistant City Attorney

Approved:

Emily K. Oster — Mar 29, 2024

Emily K. Oster — Date
Director of Finance

Business Unit No.

# MEMORANDUM OF AGREEMENT BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE REGARDING THE USE OF DWI GRANT FUNDS

**THIS MEMORANDUM OF AGREEMENT** (the "Agreement") is entered on this 19 day of September, 2023, between Santa Fe County (the "County"), a political subdivision of the state of New Mexico, and the City of Santa Fe, Santa Fe Police Department (the "City").

**WHEREAS,** driving while intoxicated (DWI) or driving under the influence of intoxicating drugs or alcohol (DUI) poses a serious risk to the public health, safety, and welfare of the citizens of the City and the County; and

**WHEREAS,** increasing law enforcement activities pertaining to the prevention of DWI and DUI is an evidence-based approach to reduce the incidents of DWI and DUI and alcohol or drug involved crashes and alcohol related crash fatalities; and

**WHEREAS,** the County's anti-DWI program is the recipient of grant funds through the Local DWI Grant in FY 2024 for operating cost of the Santa Fe County DWI Program; and

**WHEREAS,** wishes to transfer a portion of it's the DWI grant funds to the City for use by the Santa Fe Police Department's use in conducting DWI checkpoints, saturation patrols, "Shoulder Tap", and over services operations.

## THE PARTIES AGREE AS FOLLOWS:

1. DUTIES OF THE PARTIES

   a. The County shall:

      1) Serve as a fiscal agent for the expenditure of the Local DWI Grant funds identified in this Agreement.

      2) Transfer and make available to the City, on a reimbursement basis, $60,000.00 for expenditure in FY 2024 to conduct DWI checkpoints, saturation patrols, Shoulder Tap, and over service operations.

      3) Reimburse the City for costs and expenses associated with staffing operations in 1) and 2) above. Reimbursement by the County will be made within 30 days following receipt of the City's statement or itemized invoice requesting reimbursement for costs incurred by the City.

b. The City shall:

1) Conduct operations and programs focused on the prevention or decrease of DWI, DUI, over service, and sales to minors.

2) Provide a comprehensive report describing the anti-DWI and anti-DUI operations performed by the City and an invoice to the County every 30 days.

3) Attend court hearings for DWI or DUI offenders and testify as necessary for cases resulting from the anti-DWI and anti-DUI law enforcement activities described in this Agreement.

2. REIMBURSEMENT; COMPENSATION

The amount of Reimbursement to the City for costs incurred for the purposes under this Agreement shall not exceed $60,000.00, inclusive of NM GRT.

3. TERM

This Agreement shall be effective upon the date of last signature by the parties (the Effective Date). The term of this Agreement is from the Effective Date to June 30, 2024, unless earlier terminated pursuant to paragraph 4 below.

4. TERMINATION

This Agreement may be terminated by either party upon delivery of a written notice to other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify nor void any obligations incurred prior to the date of termination. The County may not by such termination avoid its obligation to reimburse the City for costs to which the City was obligated prior to the termination date by the County. The City will request reimbursement for such costs in accordance with Paragraph 1.b.2) above.

5. LIABILITY

Neither party shall responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by the parties in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1.

6. AMENDMENT

This Agreement must not be altered, changed or amended except by an instrument in writing signed by the parties.

7. APPROPRIATIONS

Performance of this Agreement by the County is contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and/or the Santa Fe County Board of County Commissioners. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the County to the City. The County's decision as to whether sufficient appropriations are available shall be accepted by the City and shall be final.

8. GOVERNING LAW

This Agreement shall be governed by, and constructed in accordance with, the laws of the state of New Mexico.

9. ACCOUNTABILITY

During the term of this Agreement and for a period of three years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including federal, state or local authority during regular business hours.

10. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this Agreement.

11. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the City and County and supersedes any prior agreements or understandings with respect to the subject of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

9/19/2023
Date

Approved as to form:

Roberta D. Joe for J.Y.
Jeff Young
Santa Fe County Attorney

May 26, 2023
Date

Finance Division:

Yvonne S. Herrera
Finance Director

6/1/2023
Date

**CITY OF SANTA FE**

Layla Archuletta-Maestas
John Blair
City Manager

Sep 10, 2023
Date

Attestation:

Kristine Bustos-Mihelcic XN
City Clerk

Sep 12, 2023
Date

Approved as to form and legal sufficiency:

Christopher W. Ryan
Christopher W. Ryan (Jun 27, 2023 10:42 MDT)
Senior Assistant City Attorney

Jun 27, 2023
Date

Approved for Finances:

Emily K. Oster
Emily K. Oster (Sep 7, 2023 17:25 MDT)
Emily K. Oster
Director of Finance

Sep 7, 2023
Date

Business Unit No.

# PL-SF COUNTY MOA-LDWI-AMENDMENT #4

Final Audit Report 2026-03-18

| | |
|---|---|
| Created: | 2026-03-17 |
| By: | BRITTANY GURULE (bsgurule@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAooAwrbjo2LHiuTobgZzpT2sLIzAdSnEd |

## "PL-SF COUNTY MOA-LDWI-AMENDMENT #4" History

Document created by BRITTANY GURULE (bsgurule@santafenm.gov)
2026-03-17 - 10:38:03 PM GMT- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2026-03-17 - 10:41:23 PM GMT

Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
2026-03-18 - 9:19:22 PM GMT- IP address: 104.47.65.254

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2026-03-18 - 9:19:53 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2026-03-18 - 9:19:56 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2026-03-18 - 10:21:14 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2026-03-18 - 10:22:21 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-03-18 - 10:22:21 PM GMT

**Purchasing Memo**

**Date: March 13, 2026**

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

**Via:** Sam Burnett, Interim Public Works Director SB

Carol Swenson, Public Works Business Operations Manager CS

**From:** Melissa McDonald, Parks and Open Space Division Director MMc

**Subject:** Four-Year Event Management Contract for Fourth of July Celebrations

**Vendor Name:** Kiwanis Club of Santa Fe

**Munis Vendor Number:** 7890

---

**ACTION:**
Request for Approval of a Professional Services Contract with Kiwanis Club of Santa Fe to Produce the City's Fourth of July Celebrations in the Total Amount of $885,507 through April 15, 2030. (Melissa McDonald, Parks and Open Space Director: mamcdonald@santafenm.gov)

**Committee Review**

Quality of Life Committee: 04/01/2026
Finance Committee: 04/06/2026
Governing Body: 04/07/2026

**CONTRACT NUMBER:**

The Munis contract number is 3260371

**BACKGROUND AND SUMMARY:**

The Parks and Open Space Division of the Department of Public Works issued an RFP for Fourth of July event management services in 2025, and Kiwanis Club of Santa Fe was the successful respondent. This four-year contract is the end product of that process. Kiwanis has managed this event with City of Santa Fe funding for a

number of years. The contract allows for different show types (fireworks only; fireworks and drone hybrid; and drone only) based on funding availability and Governing Body choice.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** General Fund / 100

**Munis Org Name/Number:** Parks Admin / 1004150

**Munis Object Name/Number:** Professional Services / 510300

**Budget Officer / Designee:** Andy Hopkins **Date:** 03/20/2026

**Budget Officer Comment/Exceptions:**

**PROCUREMENT METHOD:**

**The procurement method used was** NMSA 1978, Section 13-1-111, RFP

RFP #25074 Bid Evaluation Committee Report included in Contact Packet; Commodity Code: 95836

**Chief Procurement Officer (CPO)/Designee:** JoAnn Lovato Montaño **Date:** 03/23/2026

**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:** _____

**ATTACHMENTS:**
General Services Contract
Procurement document: RFP
Horizons Declination
CPO Service Determination
Kiwanis of Santa Fe Business License
Kiwanis Certificate of Insurance

Item #: _____
Munis Contract #: 3260371
RFP#: 25074

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Kiwanis Club of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

## RECITALS

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

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

The City and the Contractor hereby agree as follows:

## 1. Scope of Work

The Contractor shall provide the following services for the City:

Contractor shall provide comprehensive event management services for the Fourth of July, ("Contracted Events") for four (4) years starting from the Effective Date of this contract. Each event may take place at different venues throughout Santa Fe, including Santa Fe Place Mall, the Plaza, Railyard Park, and other locations as designated by the City. Contractor shall perform the following tasks for each event as required:

1. **Coordination with City Departments and Stakeholders**
Contractor shall coordinate with relevant City departments, including but not limited to the Santa Fe Police Department, Santa Fe Fire Department, any licensed security guards contracted by the City, The City's Communications Director in the Mayor's Office for all public messaging and media coordination, the Parks and Open Space Division, Special Events Permitting Section, and the Planning and Land Use Department, as well as any other necessary divisions or entities identified by the City. Additionally, collaborate with commercial sites, local businesses, and other stakeholders in a reasonable effort to ensure seamless operations and safety for each event. Contractor shall hold at least one community engagement meeting no fewer than 21 days prior to each event. The meeting shall be publicly noticed no fewer than 10 days before the meeting, with notice delivered to: (i) Plaza-adjacent businesses and property owners within two blocks of the event footprint; (ii) affected neighborhood associations; and (iii) other stakeholders identified by the City. The

meeting shall communicate the event plan, highlight any changes from prior years (including footprint, schedule, traffic/parking, noise, security, and sanitation), and provide an opportunity to receive and address attendee questions and concerns. The Contractor shall provide the City a brief summary of comments and responses within five business days after the meeting.

2. **Event Planning and Execution**

Plan, coordinate, and execute all logistical aspects of each event, which may include:

- Hiring contractors for traffic control, sound and lighting services, musical entertainment, staging and tent setup, and safety services.
- Arranging for public facilities such as portable toilets, handwashing stations, and seating areas.
- Developing tailored traffic control plans based on event-specific needs, including the safe management of ingress and egress.
- Organizing fireworks and/or drone displays if applicable. The offeror must provide separate costs for each alternative:
  - **Alternative #1**: Traditional fireworks display.
  - **Alternative #2**: Combined fireworks and drone display.
  - **Alternative #3**: Drone-only display as an alternative to fireworks.

3. **Marketing and Promotion**

Create and execute a marketing plan tailored to each event, leveraging social media platforms, print media, and radio outlets to maximize community awareness and attendance. Work with local businesses and media outlets to enhance outreach.

4. **Sponsorship and Fundraising**

Solicit sponsorships and contributions from private sector partners and local businesses to help offset event costs and enhance the event experience. This includes creating and managing relationships with sponsors to secure ongoing support and resources.

5. **Budget Management**

Develop and maintain a transparent, balanced budget for each event, accounting for all projected revenue sources (including sponsorships and City funds) and expenses. Regularly report on the budget and ensure cost-effective management practices.

- **City Service Contributions**

  Each event will include estimated City services to support safety, infrastructure, and logistics. Service hour contributions may vary based on the event type, scale, and location. At least 30 days prior to each event, the Contractor shall communicate the event length, planned components, and anticipated needs to the City's Parks and Open Spaces Director or a person designated by the Director as event liaison for the City to determine what services are required, whether those services are available from the City, and schedule staff as necessary.

## 2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to event planning and marketing for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

## 3. Compensation

.A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates established under this Agreement and consistent with the event option(s) authorized and funded for each contracted year.

Each year may include funding for any of the following event options, based on available appropriations and the City's annual budget authorization:

1. **Fireworks Show Only –**$87,123.14 (plus applicable NMGRT)
2. **Hybrid Show (Reduced Fireworks + Drone Show) –**$179,123.14 (plus applicable NMGRT)
3. **Full Drone Show with Pyrotechnic Effects (No Fireworks) –**$204,623.14 (plus applicable NMGRT)

Funding for each year and for each selected option is contingent upon annual appropriation and issuance of a valid purchase order. Nothing in this Agreement shall be construed as a guarantee of funding beyond the current fiscal year.

B. Payment. The total compensation under this Agreement shall not exceed (Eight hundred eighteen thousand, four hundred ninety-two dollars and fifty-six cents) $818,492.56 excluding New Mexico gross receipts tax (NMGRT). The NMGRT payable to the Contractor shall not exceed (sixty-seven thousand fourteen dollars and eight cents) $67,014.08. The total compensation under this contract payable to the Contractor including NMGRT shall not exceed (Eight hundred eighty-five thousand five hundred six dollars and sixty-four cents) $885,506.64**. PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

**4. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

**5. Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

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

**6. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. Status of Contractor**

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

**8. Assignment**

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

**9. Subcontracting**

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

**10. Release**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

**11. Confidentiality**

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

**12. Product of Service -- Copyright**

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

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

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

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

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

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

**14. Amendment**

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

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

**15. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

**16. Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of **RFP# 25074 - Event Planning and Marketing** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

**17. Penalties for violation of law**

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

**18. Equal Opportunity Compliance**

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

**19. Applicable Law**

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

**20. Workers Compensation**

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

**21. Professional Liability Insurance**

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

**22. Other Insurance**

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

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

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

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

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

**23. Records and Financial Audit**

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

**24. Indemnification**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**25. New Mexico Tort Claims Act**

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

**26. Invalid Term or Condition**

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

**27. Enforcement of Contract**

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

**28. Notices**

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

To the City: City of Santa Fe
Public Works Department
Parks and Open Space Division
Attention: Melissa A. McDonald
1142 Siler Road
Santa Fe, NM 87507

To the Contractor: Kiwanis Club of Santa Fe
Attention: Ray Sandoval
P.O. Box 622
Santa Fe, NM 87504

**29. Authority**

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

**30. Non-Collusion**

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

**31. Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

**32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**33. Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

_____
MICHAEL GARCIA, MAYOR

CONTRACTOR:

_____
RAY SANDOVAL, 4TH OF JULY CHAIRMAN

DATE: Mar 3, 2026

NMBTIN#: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Mar 3, 2026 21:56:51 MST)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA
_____
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

**The City of Santa Fe, Central Purchasing Division**
**AND**
**Public Works**

# REQUEST FOR PROPOSALS (RFP)

# Event Planning and Marketing

**RFP# 25074**

Proposals are due on: February 5, 2025

**I. INTRODUCTION** ..... 4
*A. PURPOSE OF THIS REQUEST FOR PROPOSALS* ..... 4
*B. PROCUREMENT MANAGER* ..... 5
*C. PROPOSAL SUBMISSION* ..... 6
*D. DEFINITION OF TERMINOLOGY* ..... 6
*E. PROCUREMENT LIBRARY* ..... 6
**II. CONDITIONS GOVERNING THE PROCUREMENT** ..... 7
A. SEQUENCE OF EVENTS ..... 7
B. EXPLANATION OF EVENTS ..... 7
*1. Issue RFP* ..... 8
*2. Pre-Proposal Meeting* ..... 8
*3. Deadline for Written Questions* ..... 8
*4. Responses to Written Questions* ..... 8
*5. Proposals Due Date* ..... 8
*6. Interviews* ..... 9
*7. Identification of Potential Best-Valued Offeror(s)* ..... 9
*8. First Clarification Meeting* ..... 9
*9. Final Clarification Meeting* ..... 9
*10. Best and Final Offers* ..... 9
*11. Governing Body Approval* ..... 10
*12. Contract Awards* ..... 10
*13. Protest Deadline* ..... 10
*14. Finalize Contractual Agreements* ..... 10
C. GENERAL REQUIREMENTS ..... 11
**III. RESPONSE FORMAT AND ORGANIZATION** ..... 11
A. NUMBER OF RESPONSES ..... 11
B. NUMBER OF COPIES ..... 11
*1. ELECTRONIC SUBMISSION ONLY* ..... 11
C. PROPOSAL FORMAT ..... 11
**IV. EVALUATION** ..... 12
DESCRIPTION OF EVALUATION ..... 13
PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA) ..... 15
CLARIFICATION ..... 15
AWARD ..... 15
**ATTACHMENT LIST – LIST OF ALL ATTACHMENTS INCLUDED IN THE RFP** ..... 16
**ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST** ..... 5
**ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM** ..... 7
**ATTACHMENT C - CONFLICT OF INTEREST STATEMENT** ..... 9
**ATTACHMENT D - NON-COLLUSION AFFIDAVIT** ..... 11
**ATTACHMENT E – KEY PERSONNEL LEAD FORM** ..... 12
**ATTACHMENT F - PROJECT COST PROPOSAL FORM** ..... 12
**ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT** ..... 14
**ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE)** ..... 14
**ATTACHMENT G (2) – VALUE ADDED PLAN (VA)** ..... 16

**ATTACHMENT H – REFERENCE LIST** ..... **17**
**ATTACHMENT I – CLARIFICATION PHASE GUIDE** ..... **18**
**ATTACHMENT J – MONTHLY RISK REPORTING SYSTEM GUIDE** ..... **21**
**ATTACHMENT K - DRAFT CONTRACT** ..... **22**

# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Event Planning and Marketing Services.

### B. BACKGROUND INFORMATION

The City of Santa Fe hosts a variety of community-centered events throughout the year, including its flagship Independence Day celebration at Santa Fe Place Mall, which draws approximately 41,000 attendees throughout the day. This vibrant Fourth of July event features live music from local bands and DJs, a variety of food trucks, and a grand fireworks display at dark, fostering a festive, family-friendly atmosphere for residents and visitors alike.

Originally intended as a request for proposals (RFP) specific to the Fourth of July celebration, this procurement has been expanded to allow the selected offeror to provide event services for any additional events the City may host throughout the year. This broader scope will enable the City to respond dynamically to community needs and allow for greater continuity and quality across all events, enhancing Santa Fe's position as a premier event destination.

The City seeks a qualified offeror who can deliver comprehensive event services that not only enhance the logistical coordination, safety, and accessibility of each event but also engage neighborhood groups, ensuring clear communication and responsiveness to community needs. Additionally, the offeror will actively solicit event sponsorships and private sector contributions to help offset operational expenses, increase community engagement, and foster pride in each event. Through targeted marketing and sponsorship outreach, the City aims to grow attendance, expand financial support, and elevate its event offerings as cherished community traditions that enrich Santa Fe's cultural landscape.

### C. SCOPE OF PROCUREMENT

The City of Santa Fe seeks a qualified offeror to provide comprehensive services for various events throughout the year, starting with the Fourth of July Celebration. Each event may take place at different venues throughout Santa Fe, including Santa Fe Place Mall, the Plaza, Railyard Park, and other locations as designated by the City. Offerors must demonstrate the capacity to fulfill the following tasks for each event as required:

1. **Coordination with City Departments and Stakeholders**
   Coordinate with relevant City departments, including but not limited to Police, Fire, Security, Communications, Parks, Special Events Permits, Land Use, and other necessary divisions. Additionally, collaborate with commercial sites, local businesses, and other stakeholders to ensure seamless operations and safety for each event. Conduct at least one Early Neighborhood Notification (ENN) meeting per event to engage with neighborhood and community groups, addressing concerns and communicating event details.
2. **Event Planning and Execution**
   Plan, coordinate, and execute all logistical aspects of each event, which may include:
   - Hiring contractors for traffic control, sound and lighting services, musical entertainment, staging and tent setup, and safety services.
   - Arranging for public facilities such as portable toilets, handwashing stations, and seating areas.

- Developing tailored traffic control plans based on event-specific needs, including the safe management of ingress and egress.
- Organizing fireworks and/or drone displays if applicable. The offeror must provide separate costs for each alternative:
  - **Alternative #1**: Traditional fireworks display.
  - **Alternative #2**: Combined fireworks and drone display.
  - **Alternative #3**: Drone-only display as an alternative to fireworks.

3. **Marketing and Promotion**
   Create and execute a marketing plan tailored to each event, leveraging social media platforms, print media, and radio outlets to maximize community awareness and attendance. Work with local businesses and media outlets to enhance outreach.
4. **Sponsorship and Fundraising**
   Solicit sponsorships and contributions from private sector partners and local businesses to help offset event costs and enhance the event experience. This includes creating and managing relationships with sponsors to secure ongoing support and resources.
5. **Budget Management**
   Develop and maintain a transparent, balanced budget for each event, accounting for all projected revenue sources (including sponsorships and City funds) and expenses. Regularly report on the budget and ensure cost-effective management practices.
6. **City Service Contributions**
   Each event will include estimated City services to support safety, infrastructure, and logistics. Service hour contributions may vary based on the event type, scale, and location. Typical estimates per event include:
   - Police: 90 hours
   - Fire Department: 90 hours
   - Parks Department: 60 hours
   - Solid Waste: 4 hours
   - Streets Department: 10 hours
   - Land Use/Enforcement: 16 hours
   - Community Engagement: 8 hours

The contract will result in a single award, and the awarded offeror must be prepared to provide consistent quality service across multiple events, adapting to the unique requirements of each.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

## B. PROCUREMENT MANAGER

Parks and Open Space Division has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name: Phillip Lujan, Procurement Manager
Telephone: (505) 690-5771

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Division at the following emails:

   Procurement Manager: pmlujan@santafenm.gov
   Central Purchasing Division: purchasing_RFP@santafenm.gov

   Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Division regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

## C. PROPOSAL SUBMISSION

***Submissions of all proposals must be accomplished via upload:***
***https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx***

## D. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

DEFINITION OF TERMINOLOGY.docx

## E. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

# II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

## A. SEQUENCE OF EVENTS

The City's Central Purchasing Division and the Procurement Manager will make every effort to adhere to the following schedule:

| Action | Responsible Party | Due Dates | Times (in Mountain) |
|---|---|---|---|
| Issue RFP | Central Purchasing Division | January 8, 2025 | |
| Pre-Proposal Meeting | Procurement Manager /Potential Offerors | January 15, 2025 | |
| Deadline for Written Questions | Potential Offerors | January 22,2025 | 5:00 PM |
| Response to Written Questions | Procurement Manager | January 29, 2025 | |
| **Proposals Due Date** | **Offerors** | **February 5, 2025** | **3:00 PM** |
| *Interviews | Potential Offerors | February 12, 2025 | |
| *Identification of Potential Best-Valued Offeror(s) | Evaluation Committee | February 14, 2025 | |
| *First Clarification Meeting | Evaluation Committee/Finalist Offeror(s) | February 26, 2025 | |
| *Final Clarification Meeting | Evaluation Committee/Finalist Offeror(s) | March 12, 2025 | |
| *Best and Final Offers | Offerors | March 12, 2025 | |
| *Governing Body Approval | Governing Body | March 26, 2025 | |
| *Contract Award(s) | Requesting Department | April 2, 2025 | |

*Dates indicated in after "Proposals Due Date" through "Contract award" are estimates only and may be subject to change without necessitating an amendment to the RFP.

## B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

The City reserves the right to:

1. Change or extend the due date of the RFP.
2. Revise the RFP document prior to the due date.

Any such revisions will be announced by addenda to registered Potential Offerors and posted in Bid Central. If the City determines that modifications, clarifications, or additions to the RFP are necessary, all registered Offerors will receive the Amendment to the RFP in writing.

### 1. Issue RFP

This RFP is being issued on behalf of The City Parks and Open Space Division on the date indicated in Section II.A, Sequence of Events.

### 2. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00 AM MST/MDT via MS Teams. https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDU5NjE0MjQtMTE4My00MzJiLWI4ODktZDI4ZTczZDNiZDc4%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d

**Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Division and the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting.

Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal.

### 3. Deadline for Written Questions

Potential Offerors may submit written questions to the Central Purchasing Division and the Procurement Manager as to the intent or clarity of this RFP as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Division and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

### 4. Responses to Written Questions

Responses to the written questions will be provided on Bid Central, on or before the date indicated in Section II.A, Sequence of Events, and is available for all potential Offerors.

An electronic version of the Questions and Answers will be posted to Bid Central; the link listed in Section, III.B.1.

### 5. Proposals Due Date

Only **electronic** proposal submission is allowed.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING DIVISION VIA UPLOAD

***Proposals must be submitted electronically through the link in Section III.B.1.*** Proposals submitted by facsimile will not be accepted.

Bid Central will keep a log of the names of all Offeror organizations that submit proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means approved by the City's Governing Body and subsequently signed by the City Mayor.

**6. Interviews**

Offerors will be required to participate in an interview to evaluate expertise. A notification will be sent to Offerors with meeting details once the Evaluation Committee has conducted their initial review. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead. A second individual may be present (standby) to clarify Pricing Proposal if requested.

**7. Identification of Potential Best-Valued Offeror(s)**

All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Central Purchasing Division or/and/or the Procurement Manager in conjunction with the Evaluation Committee may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section IV. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, 13-1-117, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section IV will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**8. First Clarification Meeting**

The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

**9. Final Clarification Meeting**

The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

**10. Best and Final Offers**

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive

submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in Section II. A, Sequence of Events, or on an accelerated timeline from finalists. The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist Offerors may also amend or clarify their proposal during the Clarification Meeting.

## 11. Governing Body Approval

Depending on the amount of the total compensation, including any term extensions of the contract, either the City manager will approve and sign the contract, or it will be presented as an agenda item for the appropriate Committee Meetings and then the Governing Body for approval. The mayor signs all contracts presented to the Governing Body.

## 12. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

## 13. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposals' number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## 14. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## *C. GENERAL REQUIREMENTS*



GENERAL REQUIREMENTS.doc

# III. RESPONSE FORMAT AND ORGANIZATION

## A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

## B. NUMBER OF COPIES

### 1. ELECTRONIC SUBMISSION ONLY

**Bidders must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Main and Cost) should be submitted, as outlined below.**

Main portion and cost portion of Offeror's proposal **must** be submitted in separate uploads as indicated below in this section and **must** be prominently identified as "Main Proposal," or "Cost Proposal," on the front page of each upload.

**ELECTRONIC proposal submissions must be fully submitted on: https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx. by the submission deadline in Section II.B. Submissions cannot be password protected and must be in PDF format.** ***The Offeror must ensure to allow adequate time for large PDF files (uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.***

***LATE PROPOSALS MAY NOT BE ACCEPTED***

Any proposal that does not adhere to the requirements of **Section III Response, Format and Organization** may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Offerors shall include the following forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offeror Form instructions may result in disqualification.

| Attachment | Form | Value |
|---|---|---|
| Attachment A | Proposal Cover Page, Declaration & Checklist | Pass/Fail |
| Attachment B | Campaign Contribution Disclosure Form | Required |
| Attachment C | Conflict of Interest | Required |
| Attachment D | Non-Collusion Affidavit | Required |
| Attachment E | Key Personnel Proposal Form | Pass/Fail |
| Attachment F | Project Cost Proposal Form | Rated |
| Attachment G | Project Capability Submittal (SC/LE, VA) Checklist and Format | Pass/Fail |
| Attachment G1 | Scope/Level of Expertise Plan (SC/LE) | Rated |
| Attachment G2 | Value Added Plan (VA) | Rated |
| Attachment H | Reference List | Pass/Fail |

# IV. EVALUATION

An Evaluation Committee will evaluate and score the responses to the RFP based on the information provided in each response and committee's evaluation of the offeror's understanding of the objectives of this project. The Pre-Proposal Meeting will be important for vendors to understand what information needs to be included in their proposals.

Proposals will be reviewed based on the four criteria listed below. These points have been evaluated as critical qualifications to the success of the project.

| No. | Rating Criteria | % Weighting |
|---|---|---|
| 1 | Scope/Level of Expertise Plan (SC/LE) | 35 |
| 2 | Value Added Plan (VA) | 5 |
| 3 | Cost Proposal | 35 |
| 4 | Interview | 25 |
| 5 | Local Preference | 3 or 6* |

## *Description of Evaluation*

To ensure that a proposal is complete and addresses all key RFP issues, proposals must adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

a) **Proposal Cover Page, Declaration and Checklist:** Offerors will prepare and submit the Proposal Cover Page, Declaration and Checklist (Attachment A).

b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. The offeror shall provide the name of the Primary Project Lead (the personnel must be the person who will be interviewed if shortlisted) that the offeror proposes to execute the project pursuant to a resultant contract.

c) **Project Cost Proposal Form.** The offeror will prepare and submit a cost proposal and breakout (see Attachment F). Attachment F must be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information in regard to the overall project. Any financial information associated with a Value Add (Attachment G2) can be included in that section and will be seen by the Evaluation Committee.

d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).

i. Purpose of PC Submittal

i. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand and deliver the intended project.
ii. Provide high performing offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.

ii. PC Submittal Format Requirements

i. PC submittal must NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
ii. A PC proposal template is included in this RFP. This document must be used by all offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors must type their responses on the Word template provided.
iii. Failure to comply with any of the PC format requirements may result in disqualification.
iv. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the City that the offeror has expertise for the specific project being proposed on.
v. References used in the PC submittal must be listed in the Attachment H Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.

iii. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise Plan is to allow offerors to differentiate themselves based on their technical capability and understanding of the

City's specific needs. It should summarize the metrics that show the offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities listed in the SC/LE plan must be included in the proposed base project cost (see Attachments F and G1).

iv. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the City at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the offeror should identify: 1) what the City may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The offeror should list the cost and time impact of its options or ideas. All cost and revenue impacts associated with these Value-Added options (Attachment G2) must NOT be included in the proposed base Cost (see Attachment F).

v. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).

e) Interviews - The offerors will be required to participate in an interview to evaluate expertise. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify Pricing Proposal if requested.

f) Local Preferences
Percentages will be determined based upon the point-based system outlined below.

To qualify for a local preference, an offeror must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978, Section 13-1-22.

A. When the City makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposals' process and the contract is awarded based on a point-based system, the City shall award additional points equivalent to 3% of the total possible points to a local resident business. The City shall award an additional

3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6% on projects funded by the city.

A. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

## *Project Revenue Controls of the Best Value Approach (BVA)*

There are two revenue controls in the BVA including:

a) Best Value Check: After the prioritization of offerors, if the best value Offeror is within 15% of the next best value cost proposal, the best value Offeror will be prioritized first. If not within the range, the best value Offeror will attempt to justify why they should be awarded the contract. If the justification is clear to the Evaluation Committee, they will move into the clarification period.

b) Selection Check: Before the contract is awarded, an evaluation committee report must be given for the best value Offeror. If the justification is not sufficient, the award may go to the next best value who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror. The Offeror selected for an award will be the one whose proposal is responsive, responsible, and is the most advantageous to City, as determined by the City in its sole discretion.

## *Clarification*

The potential best value Offeror(s) will be required to complete the Clarification Phase as outlined in the Clarification Phase Guide (Attachment I). The intent of this phase is to allow the Offeror(s) an opportunity to clarify their proposal, address any issues or risks, any concerns to be resolved, develop a Monthly Risk Report (Attachment J), and prepare a presentation for the Clarification Meeting.

## *Award*

The City will notify each offeror in writing of the City's decision.

a) The City reserves the right to reject any or all proposals and to award more than one offeror and to an offeror other than the lowest-priced offeror. The decision of the RFP award(s) by the City is final.

b) The City at its sole discretion may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.

c) The City reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final award(s) is/are dependent upon the Offeror's Scope of Work (SOW) being acceptable to the City. Proposals and contents provided by the Offeror will be considered contractual obligations. Any new or unique requirements as a result of the RFP response can be added or amended, at the City's sole option, to the existing agreements. It should be understood that obligations of confidentiality will be an important condition of any resulting contractual arrangement. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence.

All vendor's performance will be tracked by the Department POC through the Monthly Risk Report System (See Attachment J).

# ATTACHMENT LIST – List of all attachments included in the RFP

| | |
|---|---|
| Attachment A | Proposal Cover Page, Declaration & Checklist<br>(Include as cover page in the proposal) |
| Attachment B | Campaign Contribution Disclosure Form |
| Attachment C | Conflict of Interest |
| Attachment D | Non-Collusion Affidavit |
| Attachment E | Key Personnel Lead Form |
| Attachment F | Project Cost Proposal Form |
| Attachment G | Project Capability Submittal (SC/LE, VA) Checklist and Format |
| Attachment G (1) | Scope / Level of Expertise Plan (SC/LE) |
| Attachment G (2) | Value-Added Plan (VA) |
| Attachment H | Reference List |
| Attachment I | Clarification Phase Guide |
| Attachment J | Monthly Risk Reporting System Guide |
| Attachment K | Draft Contract |

## ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror must complete and submit this Attachment. This Attachment shall be the cover page for the Proposal. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

| | | |
|---|---|---|
| ☐ | Attachment A | Proposal Cover Page, Declaration & Checklist (Include as cover page in the proposal) |
| ☐ | Attachment B | Campaign Contribution Disclosure Form |
| ☐ | Attachment C | Conflict of Interest |
| ☐ | Attachment D | Non-collusion Affidavit |
| ☐ | Attachment E | Key Personnel Lead Form |
| ☐ | Attachment F | Project Cost Proposal Form |
| ☐ | Attachment G | Project Capability Submittal (LE, RA, VA) Checklist and Format |
| ☐ | Attachment G (1) | Level of Expertise (LE) Plan |
| ☐ | Attachment G (2) | Value Added (VA) Plan |
| ☐ | Attachment H | Reference List |

RFP# 25074

| | |
|---|---|
| Phone Number | Company Name |
| Mailing Address | FED ID# |
| City and Country | NMBTIN# |

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

| | A<br>Contractually Obligate | B<br>Negotiate* | C<br>Clarify/Respond to Queries* |
|---|---|---|---|
| **Name** | | | |
| **Title** | | | |
| **Email** | | | |
| **Telephone** | | | |

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):

____ No subcontractors will be used in the performance of any resultant contract, OR

____ The following subcontractors will be used in the performance of any resultant contract:

_____

(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

_____

(Attach extra sheets, as needed)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following**:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP; and
- I acknowledge receipt of all amendments to this RFP, if any.

_____ _____, 20_____

Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above*.)

## ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section 13-1-181 or a contract that is executed may be ratified or terminated pursuant to Section NMSA 1978, Section 13-1-182 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money. or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without

compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, Section 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name(s) of Applicable Public Official(s) if any:**
Mayor Alan Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Lee Garcia
Councilor Christopher Rivera
Councilor Amanda Chavez
Councilor Jaime Cassutt

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

**--OR—**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE** to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

## ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

***Complete, sign and return with your proposal.***

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Event and Marketing Manager each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Event and Marketing Manager and known key personnel needs to describe the conflict.

The Event and Marketing Manager agrees that, if after award, an organizational conflict of interest is discovered, the Event and Marketing Manager makes an immediate and full written disclosure to the City that includes a description of the action that the Event and Marketing Manager has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Event and Marketing Manager was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City,

the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Event and Planning contract. For the duration of this firm's involvement in the Event Planning and Market contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Event Planning and Market contract.

I certify that this firm will keep all Event Planning and Marketing contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Event Planning and Marketing contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Event Planning and Marketing contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

# ATTACHMENT D - NON-COLLUSION AFFIDAVIT

***Complete, Sign and Return with your proposal.***

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

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

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

## ATTACHMENT E – KEY PERSONNEL LEAD FORM

**Offeror Key Personnel Lead:** _____

## ATTACHMENT F - PROJECT COST PROPOSAL FORM

**Total Management Cost for Project:** _____

_____

Provide a Total Cost to deliver the requested project, including all of the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out in two separate methods:

1. A cost breakout by ten project deliverables
2. A cost breakout by project area (Labor and Overhead)
3. Add additional deliverables if needed

**Total Cost**: _____

| # | **Deliverable** | **Cost** |
|---|---|---|
| 1 | Event Management Fee - include planning, coordination, execution | $ |
| 2 | Sound and Lighting Services – audio/visual and lighting | $ |
| 3 | Staging and Tent Services – rental/install of stages, tents, infrastructure | $ |
| 4 | Safety Services – safety personnel and equipment | $ |
| 5 | Public Facilities – provision for portable toilets, handwash stations, etc. | $ |
| 6 | Entertainment Services – music, DJ's, performers | $ |
| 7 | Display Shows – Fireworks | $ |
| 8 | Display Shows – Drone | $ |
| 9 | Advertising - marketing, promotion, advertising | $ |
| 10 | Additional/Misc. - percentage from materials. | $ |
| | **Total Cost** | **$** |

| # | **Project Area** | **Cost** |
|---|---|---|
| 1 | Labor (# of Man hours) | $ ( ) |
| 2 | Overhead | $ |
| | **Total Cost** | **$** |

## ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror must complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 2-page PC Submittal limit. Failing to answer or answering "No" to any of the questions below may result in disqualification.

1. Is your PC Submittal (attachments G1, & G2) a total of 2 pages or less (1 page maximum per document)? ☐ Yes ☐ No
2. Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is? ☐ Yes ☐ No
3. Do you understand that you must use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses? ☐ Yes ☐ No
4. Do you understand that the contents of PC Submittal will become part of the Contract? ☐ Yes ☐ No
5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements? ☐ Yes ☐ No

### ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE)

Offerors must use this template. Offerors should identify their project performance metrics for each of the requirements. They should also put a reference # for the metric that correlates with the number on the Reference list Attachment H. The Offeror can also add additional project performance metrics that they feel differentiates themselves from other offerors. The Offeror **may not change prefilled information or exceed the 1-page limit for this section.** Do NOT include any identifying information in your Scope/Level of Expertise Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List.

***Note: the instructions above and the example in table below may be deleted from this form.**

| Requirement | City of Santa Fe | Offeror's Project Performance | Ref # |
|---|---|---|---|
| # of event planning and marketing projects | 1 | | |
| # of event planning and marketing projects in New Mexico | 1 | | |
| Average Budget ($) | $60K | | |
| Average # of people in attendance | 41000 | | |
| Average Time at the event (mins) | 78 | | |
| Average # of sponsorships | 1 | | |
| Average $ amount received from sponsorship and fundraising | N/A | | |
| Average Customer Satisfaction | 10/10 | | |
| Average Cost Deviation (%) | 0% | | |
| Average Time Deviation (%) | 0% | | |

| Additional Project Performance Criteria | Offerors's Project Performance | Ref # |
|---|---|---|
| | | |
| | | |
| | | |

## ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Offerors must use this template. The Value-Added Plan should identify any **value-added options or ideas that may benefit the City**. The value-added claims should be prioritized (identify the most important claims first). The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 1-page limit for this section**. Do NOT include any identifying information in the Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List. Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

***Note: the instructions above and the example in table below may be deleted from this form.**

| # | Value Added | Cost | Delay | Impact | Ref # |
|---|---|---|---|---|---|
| 0 | Relationships with companies that will sponsor the event | -5% | 0 | Decreased cost by 5% | 1 |
| 1 | | | | | |
| **2** | | | | | |
| 3 | | | | | |

## ATTACHMENT H – REFERENCE LIST

Offerors must use this template. The Reference List's "Ref #" must correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans. All references cited must have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by City. Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

| Ref # | Client Name | POC Name | Email | Phone | Project Cost | Duration |
|---|---|---|---|---|---|---|
| 0 | Client A | POC Name A | A@gmail.com | (###) ### - #### | $ 1,800,000 | 1/1/2020 - 5/1/2020 |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |

## ATTACHMENT I – CLARIFICATION PHASE GUIDE

### 1. OVERVIEW

a. The Clarification Phase is not a negotiation phase. Offerors will not be permitted to modify their cost/fee/financial rates, project durations, or project team unless the City requests changes. The Clarification Phase is started by the notification of the Prioritized highest scoring Best Value Vendor(s) and ended by the final presentation to the City after all issues have been addressed. If the City is not satisfied during the Clarification Phase, or upon completion of the First Clarification Meeting and Clarification Summary Meetings, the City may consider another Offer for potential award (this Offeror would also have to participate in a Clarification Phase). If the vendor provides all required documents and meets the requirements of the city with the potential Best-Value Offeror, The City may proceed with award(s).

b. The Clarification Phase is carried out prior to the signing of the contract. The City's objective is to have the products/services maximized without any vendor price increases, and with high customer satisfaction. At the end of the contract period, the City will evaluate the performance of the vendor based on these factors, so it is very important that the Offeror pre-plans the project and utilizes the Monthly Risk Report to mitigate risk.

c. It is the Offeror's responsibility to ensure they understand the scope of their product/service offering and to clearly identify what they are delivering. It is the Offeror's responsibility to manage and mitigate the risk of their offering. It is the City's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed.

d. The Clarification Phase provides the Offeror with an opportunity to identify their scope with a detailed specification and a simplified list of their tasks and financial streams. The City has the right to accept or reject this proposal. The City also has the right to identify its perceived risks, concerns, and issues which it will require the Offeror to mitigate and manage. The major deliverables in the Offeror's scope of services in the Clarification Phase include:

   i. Proposed detailed plan from beginning to end.
   ii. Integrated cost/time schedule that the BV Offeror will use to track cost/time deviations.
   iii. Simplified milestone schedule that non-technical stakeholders can follow to track deviations.
   iv. A Cost Proposal presented in two ways: milestone schedule and major areas.
   v. If any risk is identified, the Offeror must ensure that meeting minutes identify that the Offeror has a mitigation plan for the perceived risk to their proposed plan.
   vi. A Monthly Risk Reporting System (MRRS, Attachment F), which will track the implementation or delivery of the service. The service should never be executed without a Purchase Order (PO) and the WRR. The Offeror will be responsible for using the WRR to track the performance of the project, update the WRR, and send all stakeholders a copy of the WRR on a Monthly basis. The WRR shall include updated: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, 4) risk mitigation and other performance metrics.

### 2. PRE-PLANNING AND COORDINATION

a. Offerors may be required to provide the City with supporting documentation for any information listed in their submittals before entering the Clarification Phase.
b. The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The Offeror is required to perform the following functions as part of, or in preparation for, this Meeting:
    i. Ensure that the City has invited all its stakeholders and participants to the meeting (including the City, sub-conftractors, designer / AE, interested parties, etc.).
    ii. Present the scope of services (schedule, cost, deliverables, etc.).
    iii. Identify the City's responsibilities.
    iv. Propose the Monthly Risk Report (WRR) format.
    v. Field questions and concerns from City stakeholders.
    vi. Listen to concerns, issues, and comments from the City stakeholders.
    vii. Propose a schedule to finalize the Clarification Phase and the contract documents.
c. Once the First Clarification Meeting is held, and if the City is comfortable with the Offer, the Clarification Phase begins. The Offeror may be required to complete the following:
    i. Revisit the site/buildings/campus to do any additional investigating.
    ii. Coordinate with all parties that will be involved with the delivery of products/services.
    iii. Resolve concerns and issues with mitigating actions. Prepare to summarize resolutions in the final Clarification Phase Summary Presentation meeting.
    iv. Finalize the Clarification Document (contract, WRR, payment schedule, scope of work).

**3. CLARIFICATION DOCUMENT**

The final Clarification Document will include the following:

a. Executive Summary - high level summary of scope documents that clearly addresses what is in scope [being delivered] and what is out of scope for the project.
b. Finalized scope documents which include details on how the tasks will be completed.
c. Description of the end deliverable in terms of simplified metrics.
d. Detailed scope descriptions– A specific breakout of every action required for the Offeror to perform the work. Including all activities required by the Offeror, City and stakeholders to perform the work, inclusive of a detailed schedule and milestone schedule.
e. Monthly Risk Report format (WRR)
f. Project financial summary.
    i. The Offeror's Original Price Proposal.
    ii. A list of agreed/accepted Value-Added Options (with impact to price)
    iii. A list of agreed upon Scope Changes or Additional Work with impact to price.
    iv. A Price Breakout and Payment Schedule.
g. Project and emergency contact list.
h. PowerPoint presentation that describes the scope of the project in terms of cost, time, deliverables and how the deliverables acceptance will be decided.

**4. FINAL CLARIFICATION MEETING**

a. The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The

final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

b. The Offeror should give a presentation, which walks the City through the entire contract period and summarizes all of the coordination and planning done during the Clarification Phase. The Offeror should bring its team and all the documents specified in the Clarification Document. The Offeror should come with documents explaining what the City is responsible for during the contract period. The Offeror must convince the City that they have minimized or mitigated all risks and will not be surprised once the service/production begins. The Clarification meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents from the Clarification Phase.

## ATTACHMENT J – MONTHLY RISK REPORTING SYSTEM GUIDE

### Overview

The Monthly Risk Reporting System (MRRS) is a companion to the Quality Control Plan that is created by the best value Offeror during the Clarification Phase. The report serves as a tool for the City in analyzing the performance of the Project based on risk. The MRRS does not substitute or eliminate Monthly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the MRRS is to allow the vendor to document and manage all risks that occur throughout a project. Risk is defined as anything that might impact the project scope, cost, and schedule. This includes risks that are caused by the vendor (or entities subcontracted by the Vendor), and risks that are caused by City (scope changes, unforeseen conditions, etc.). The City's Project Manager may also require the Offeror to document risks that may impact the City satisfaction.

### Submission

The Monthly report is an Excel file that must be submitted every week. The report is due every week once the Contract Award is issued, until the Project is 100% complete (and final payment is made). The Excel spreadsheet will be available from the City upon request.

The completed report must be saved using the date and name of the Project given by the City (Format: YYMMDD_Project Name; For example, 'HCM Project' for the week ending Friday, Oct 7, 2021, should be labeled '211007_HCM Project'). Monthly Reports are to be emailed by Monday.

The Monthly risk report consists of reporting the project performance metrics, cost, scope changes or unforeseen events that are risks to the project in terms of scope and cost deviations, or City satisfaction including any risks that could potentially develop into an issue. When a new risk is identified, it is added to the Monthly risk mitigation log.

When a risk has become an issue and causes deviation to project cost, time or quality, it is added to a project deviations log, along with the following: Identification date (date the issue was identified), plan to resolve issue, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

As deviations arise that warrant attention, the vendor should not wait to submit the Monthly risk report. The vendor must contact the City if there are any risks or potential risks identified that are or could be rated at a high level. When a risk is eliminated or the issue is resolved, the actual date of elimination or resolution must be listed.

The City will analyze the reports for accuracy and timeliness. The reports will be used in part by the City to determine the overall final performance rating of the vendor (and its team).

## ATTACHMENT K - DRAFT CONTRACT

**The draft represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the contract prior to, or during, the award process, as necessary.**

**(Draft contract attached as a separate pdf.)**

| | |
|---|---|
| **From:** | LUJAN, PHILLIP M. |
| **To:** | LOVATO, JOANN D. |
| **Cc:** | MCDONALD, MELISSA A. |
| **Subject:** | FW: Horizons Inquiry |
| **Date:** | Wednesday, November 6, 2024 8:51:41 AM |
| **Attachments:** | image001.png<br>image001.png |

JoAnn,

This is the Horizons Declination for the RFP file.

*Phillip M. Lujan*
Parks Administrative Manager
505-690-5771

**From:** Matt Loehman <mloehman@horizonsofnewmexico.org>
**Sent:** Tuesday, November 5, 2024 3:56 PM
**To:** LUJAN, PHILLIP M. <pmlujan@santafenm.gov>
**Subject:** Re: Horizons Inquiry

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

Good morning Phillip,

We will respectfully decline this opportunity.

Thank you,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

On Tue, Nov 5, 2024, 2:42 PM LUJAN, PHILLIP M. <pmlujan@santafenm.gov> wrote:

> Hello Matt,
>
> SOP from Parks for consideration: Comprehensive services for the City of Santa Fe's Fourth of July Celebration, currently planned at Santa Fe Place Mall, 4250 Cerrillos Road, Santa Fe, NM, 87507. The following tasks are required: Coordination with City Departments and Stakeholders, Event Planning and Execution, Marketing and Promotion, Sponsorship and Fundraising, & Budget Management.
>
> *Phillip M. Lujan*
> Parks Administrative Manager
> City of Santa Fe
> Parks and Open Space Division
> 505-955-2102 (office)
> 505-690-5771 (cell)

| | |
|---|---|
| **From:** | DUTTON-LEYDA, TRAVIS K. |
| **To:** | LUJAN, PHILLIP M. |
| **Cc:** | LOVATO, JOANN D.; MCDONALD, MELISSA A.; joseph kashiwagi; SANCHEZ, KATHY S.; Jacob Kashiwagi; GABALDON, RACHEL D. |
| **Subject:** | Re: 4th of July RFP - Next Steps |
| **Date:** | Tuesday, November 5, 2024 2:24:35 PM |
| **Attachments:** | image001.png<br>image002.png<br>image001.png<br>image002.png |

Hi, this is professional.

Thank you.

Regards,

Travis Dutton-Leyda Chief Procurement
Officer City of Santa Fe
200 Lincoln Avenue Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: MCDONALD, MELISSA A.
Sent: Friday, October 18, 2024 12:18 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: LUJAN, PHILLIP M. <pmlujan@santafenm.gov>
Subject: RFP for Kiwanis Club of Santa Fe

Hi Travis,
Thank you for your guidance on procuring these services. The Zozobra event is not included in this contract, and much of the workfor that event on our end is managed through the permit process.

Attached and below is the Scope of Work for the Fourth of July Celebration.

Scope of Work
The Contractor shall provide comprehensive services for the City of Santa Fe's Fourth of July Celebration, currently planned atSanta Fe Place Mall, 4250 Cerrillos Road, Santa Fe, NM, 87507. The following tasks are required:

1. Coordination with City Departments and Stakeholders

Coordinate with all relevant City departments, including but not limited to, Police, Fire, Security, Communications Division, Parks,Special Events Permits, Land Use Department, and other necessary divisions. Additionally, collaborate with commercial sites andother stakeholders to ensure smooth operations and safety for the event. Ensure communication and engagement withneighborhood and community groups by conducting at least one community ENN (Early Neighborhood Notification) meeting beforethe event.

1. Event Planning and Execution

Plan, coordinate, and execute all logistical aspects of the Fourth of July event, including:

* Hiring contractors for traffic control, sound and lighting services, musical entertainment, tent setup, and safety services.
* Arranging for porto potties, handwashing stations, and other necessary public facilities.
* Developing a comprehensive traffic control plan, including directing event traffic to utilize the trail access point underneath Rodeo Road for safe egress.

Options for Fireworks Show: Please provide separate costs for each alternative.

* Alternative #1: Plan and execute a traditional fireworks display.

* Alternative #2: Plan and execute a combined fireworks and drone display.
* Alternative #3: Plan and execute a drone-only display as an alternative to fireworks.

1. Marketing and Promotion

Develop and implement a targeted marketing plan to promote the event through social media platforms, print media, and radio outlets to ensure broad community awareness and attendance.

1. Sponsorship and Fundraising

Actively solicit contributions from private sector sponsors and businesses to offset event costs and help cover operational expenses.

1. Budget Management

Produce and maintain a balanced operating budget, reflecting all projected income (including private contributions and city funds) and expenses related to the event. Ensure financial transparency and cost-efficiency in the execution of the event.

Thank you,
Melissa

Melissa McDonald, PLA
Parks and Open Space Division Director
mamcdonald@santafenm.gov<mailto:mamcdonald@santafenm.gov>
505-303-9502
[Parks and Open Space - 2023 Logo - Print]

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** THE KIWANIS CLUB OF SANTA FE NM
DBA: THE KIWANIS CLUB OF SANTA FE NM

**Business Location:** 1401 SANTA CRUZ DR
Santa Fe, New Mexico 87505

**CRS Number:** 03226802005

**Owner:**

**License Number:** 241866

**License Type:** Business License - Renewable

**Issued Date:** November 26, 2025

**Classification:** Business Registration - Standard

**Expiration Date:** November 26, 2026

**Fees Paid:** $35.00

**Description:** Service Club that operates events in Santa Fe area. Zozobra, Dia de los Muertos, NYE on the Plaza.

THE KIWANIS CLUB OF SANTA FE NM

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/5/2026

**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**<br>Hylant - Indianapolis<br>10401 North Meridian St, Ste 200<br>Indianapolis IN 46290 | **CONTACT NAME:** Lisa Christenson<br>**PHONE (A/C, No, Ext):** 317-817-5172 **FAX (A/C, No):** 317-817-5151<br>**E-MAIL ADDRESS:** kiwaniscert@hylant.com |
| **INSURED** KIWAN03<br>Kiwanis International, All Clubs and Their Members<br>3636 Woodview Trace<br>Indianapolis IN 46268 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Lexington Insurance Company — 19437<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 731782681 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>X Liquor Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>X OTHER: District | Y | | 020744212 | 10/1/2025 | 10/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Liquor Liability | $ 2,000,000<br>$ 500,000<br>$ 5,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>X HIRED AUTOS ONLY<br>X NON-OWNED AUTOS ONLY | | | 020744212 | 10/1/2025 | 10/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | Self-Insured Retention | | | 020744212 | 10/1/2025 | 10/1/2026 | All Claims | $150,000 |

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

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
July 2nd-July 5th, 2026, or any future date(s) during the policy term.
Fourth of July 2026
Located @ City of Santa Fe (Franklin Miles Park)
Kiwanis Club of Santa Fe K00479

Certificate holder is listed as additional insured per the attached endorsement.
See Attached...

**CERTIFICATE HOLDER**

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87501

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Judy K. Wilson

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

AGENCY CUSTOMER ID: KIWAN03

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Hylant - Indianapolis | Kiwanis International, All Clubs and Their Members<br>3636 Woodview Trace<br>Indianapolis IN 46268 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Primary and Non-contributory endorsement is attached.
Waiver of Subrogation endorsement is attached.

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**ENDORSEMENT**

**This endorsement, effective 12:01 AM** 10/01/2025

**Forms a part of policy no.:** 020744212

**Issued to:** KIWANIS INTERNATIONAL, INC.

**By:** LEXINGTON INSURANCE COMPANY

# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s)**

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

**A.** **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or


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**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



**Authorized Representative**

**ENDORSEMENT**

**This endorsement, effective 12:01 AM** 11/01/2024

**Forms a part of policy no.:** 013136005

**Issued to:** KIWANIS INTERNATIONAL, INC.

**By:** LEXINGTON INSURANCE COMPANY

**WAIVER OF SUBROGATION**
**(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.

**Authorized Representative OR**
**Countersignature (In states where applicable)**

## ENDORSEMENT

**This endorsement, effective 12:01 AM** 10/01/2025

**Forms a part of policy no.:** 020744212

**Issued to:** KIWANIS INTERNATIONAL, INC.

**By:** LEXINGTON INSURANCE COMPANY

## PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.

**Authorized Representative OR**
**Countersignature (In states where applicable)**

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 3/27/26

Project Title: HOUSING TRUST MORTGAGE REDUCTION

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: AFH2624002

Grant ID: F2601

Approved By: ERIKA LUJAN (Mar 27, 2026 14:47:07 MDT)

CMT (Finance Use Only)

Department: AFH Project Manager: FAVIOLA CHAVEZ Ext: 6346

Project Date Range: 7/1/2025 to 9/30/2026 ☐ Create Fixed Asset

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

PROJECT TOTAL: 208072.18

Funding Source: HUD B25 CDBG % of Funding: 100

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: 100,000.00

Funding Source: HUB 24 REPROGRAMMED FUNDING % of Funding: 100

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: 108,072.18

**Expense String Phase:**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: GRANTS/SERVICES MUNIS ORG: 2402750 MUNIS OBJ: 510400

**Grants Only (list all grants if applicable):**

Grantor Name: HUD B25 MC-35-003 CDBG ENTITLEMENT GRANT Awarded Amount: 633,475.00

AR Charge Code: 2402750.490520 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700024 Federal CFDA (if applicable): 14.218

Grantor Name: HUD B24-MC-35-003 REPROGRAMMED FUNDS Awarded Amount: 108,072.18

AR Charge Code: 2402750.490520 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700024 Federal CFDA (if applicable): 14.218

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

CITY OF SANTA FE

# The Purchasing Memo

**Date: March , 2026**

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

**From:** Roberta Catanach, Project Administrator, Office of Affordable Housing RC

**Via:** Faviola Chavez, Director, Office of Affordable Housing Faviola Chavez Faviola Chavez (Mar 26 2026 17 40:09 MDT)

**Subject:** Community Development Block Grant (CDBG) Program Year 2025 - FY26

**Vendor Name:** Santa Fe Community Housing Trust

**Munis Vendor Number:** 1570

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## ITEM AND ISSUE:

The Office of Affordable Housing respectfully requests your review and approval of this CDBG contract in amount of $100,000 of 2025-26 Entitlement funds plus $108,072.18 of re-programmed funds from FY 2024 for a total of $208,072.18 for Mortgage Reduction Assistance for a minimum of eight (8) households at or below 80% AMI. Assistance will be capped at $25,000 per household, for a term of one year.

## CONTRACT NUMBER:

The FY26 Munis contract number is **3260168**

## BACKGROUND AND SUMMARY:

The Community Development Block Grant (CDBG) Program is funded annually by the U.S. Department of Housing and Urban Development (HUD) to support a wide range of housing and community development activities that benefit low- and moderate-income residents. The City of Santa Fe, along with more than 1,100 other jurisdictions nationwide, is designated as an "entitlement community," which means it receives a direct annual allocation of CDBG funds based on a formula that considers factors such as poverty level, population, housing overcrowding, age of housing stock, and population growth relative to other metropolitan areas.

The following CDBG applicants were deemed responsive and eligible for funding. Because the funding requests for CDBG far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five-Year Consolidated Plan. The City anticipates receiving **$633,475** in new CDBG funding for the upcoming fiscal year. Of this, **$126,695.00 (20%)** will be allocated for administrative costs.

In addition to the anticipated entitlement amount, the City proposes to:

- **Reprogram $135,957.33** in unspent funds from prior-year projects
- **Utilize $200,000** in anticipated program income from financing programs managed by Homewise and the Housing Trust.

This results in a total estimated funding amount of **$769,432.33** available for Program Year 2025–2026.

**Recommended Project Allocations**

Following a competitive Request for Proposals (RFP) process with review and recommendation by the Community Development Commission, the following projects are proposed for CDBG funding in Program Year 2025–2026:

- **Homewise** – $85,000 – Enerygy Efficiency Improvements
- **Interfaith Community Shelter – Summer Safe Haven for All –** $45,000
- **Santa Fe Community Housing Trust** – $100,000 of entitlement funds for FY 2025-26 (plus $108,072.18 from FY 2023 in reprogrammed funds for a total of $208,072.18
- **Santa Fe Habitat for Humanity – Home Repair Program** – $135,000
- **Santa Fe Public Schools Adelante Program – Expanded School Liaison Project** – $40,000
- **YouthWorks** – **Social Justice Kitchen Facility Renovation** – $101,780.00 of Entitlement funds for FY 2025-26 (plus $27,885.15 from FY 2024 in reprogrammed funds for a total of $129,665.15)

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** CDBG/242

**Munis Org Name/Number:** Housing Community Development Programs/2422750

**Munis Object Name/Number:** 490520/ 510400

**Budget Officer / Designee:** Andy Hopkins **Date:** 03/27/2026

**Budget Officer Comment/Exceptions:** _____

**PROCUREMENT METHOD:**

**The procurement method used was** NMSA 1978, Section 13-1-111, RFP

CDBG – RFP 25102 – Released on January 17, 2025; 9 submissions and 6 were selected for award based on Funding Feasibility, Performance Measurement, Demonstrated Capability, Meets National Objective, Leverage/Match

**Chief Procurement Officer (CPO)/Designee:** _____ **Date:** 03/27/2026

**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: _____**

**ATTACHMENTS:**

Procurement document: RFP

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Subrecipient Agreement

Item # _____
Munis Contract # 3260168
RFP# 25102

AGREEMENT BETWEEN THE CITY OF SANTA FE, NEW MEXICO AND
SANTA FE COMMUNITY HOUSING TRUST FOR
MORTGAGE REDUCTION ASSISTANCE
2025 Funding Year
Program Dates: October 1, 2025 – September 30, 2026
CDBG Number: 14.218, Community Development Block Grant
UEI# QLN2YKMMJ8X6

THIS AGREEMENT, entered this ____day of _____, 2026 by and between the City of Santa Fe, a municipal corporation (herein called the "City") and Santa Fe Community Housing Trust (herein called the "Subrecipient").

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

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

The City and the Contractor hereby agree as follows:

## I. SCOPE OF WORK

The intent for the use of these funds is to serve the entire spectrum of housing needs including those who are currently experiencing homelessness, renters, homebuyers, and homeowners.

The Community Development Block Grant (CDBG) regulations require that grantees expend not less than 70% of their annual CDBG grant fund for activities that benefit Low-moderate income persons (see 24 CFR 570.200(a)(3)). This is one of the key factors in selection of eligible

activities. The determination of LMI is based on a percentage of the area's Average Median Income (AMI). Specifically, the eligibility threshold is less than 80% of the current AMI.

The annual income must be verified for a person, family or household only for **direct benefit** activities such as homeownership assistance, home improvement, or receipt of public service. Income verification of the eligibility of individual persons, families or households is **not** needed for the following national objectives: area benefit, presumed limited clientele, slum/blight, or urgent need. According to HUD, presumed limited clientele include abused children, battered spouses, severely disabled adults, homeless persons, illiterate adults, persons with AIDS, migrant farm workers and the elderly.

**ACTIVITIES**

The subrecipient agrees to utilize CDBG funds for projects that serve low to moderate income residents or working within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows:

a) Provide mortgage principal reduction assistance for a minimum of eight (8) households at or below 80% AMI. Assistance will be capped at $25,000.00 per household.
b) Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, addresses of assisted homes, and other demographic information as required by the city's CDBG quarterly form.

**GENERAL ADMINISTRATION**

A. National Objectives

The authorizing statute of the CDBG program requires that each eligible activity (other than planning and program administration) meet a National Objective. For this Agreement, the applicable National Objective is Benefit Low- and Moderate-Income (LMI) persons through LMI Housing (owner-occupied rehabilitation/home repair) under 24 CFR 570.208(a)(3).

The Subrecipient certifies that all assisted units under this Agreement will be owner-occupied by income-eligible LMI households (≤80% AMI) and that income eligibility will be verified and documented at the time assistance is provided, consistent with 24 CFR 570.506 and City requirements.

The Subrecipient shall not claim Slum/Blight or Urgent Need for this scope unless directed and approved in writing by the City in advance and supported by complete file documentation meeting HUD requirements.

The national objective of the Community Development block Grant program by benefiting low and moderate-income persons.

By providing services to current homeowners that are low-income to prevent displacement, provide continued housing stability and improve quality of life with much needed home improvements and property rehabilitation. This project, as outlined in the contract, will support:

- Benefiting low- and moderate-income (LMI) persons or households

By reducing housing cost burdens and promoting housing stability through their mortgage reduction program.

B. Levels of Accomplishment – Goals and Performance Measures

Project performance will be measured through quarterly progress reports. Oversight will also include a site visit, audit interviews, and periodic communications regarding expenditures, invoices, and any successes or challenges related to the project. These measures will help ensure the project is executed within the contractual period.

C. Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not

taken by the Subrecipient within a reasonable period of time (e.g., 30 days) after being notified by the City, contract suspension or termination procedures will be initiated.

## II. PERIOD OF PERFORMANCE

Services of the Subrecipient shall start on the date of this Agreement and end on the 30th day of September 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

## III. WORK PLAN & BUDGET

A. **Work Plan**: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. **Program Budget**: the following budget shall guide the implementation of funded activities and directly reflect the Application submitted by the Subrecipient when it applied for CDBG funds. Any budget amendments shall be submitted in writing to the Office of Affordable Housing for approval.

| LINE ITEM | AMOUNT |
|---|---|
| Salaries/Wages and Fringe Benefits | $ |
| Fringe Benefits | $ |
| Office Space (Program only) | $ |
| Utilities | $ |

| | | |
|---|---|---|
| Communications | $ | |
| Reproduction/Printing | $ | |
| Supplies and Materials | $ | |
| Mileage | $ | |
| Audit | $ | |
| Other (Specify): Down Payment Assistance<br><br>Reprogramed 2023 CDBG EN award number B-23-MC-35-0003 | CDBG EN: QLN2YKM | $100,000 |
| | Additional Funds: 2023 | $108,072.18 |
| | | |
| Indirect Costs (Specify) | $ | |
| **Total** | $208,072.18 | |

Any indirect costs charged must be consistent with the conditions of Paragraph VII (C)(2) of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

## IV. PAYMENT

The City shall pay to the Subrecipient 2023 CDBG reprogrammed for $108,072.18 and 2025 CDBG Award of $100,000.00 for services satisfactorily performed, such compensation shall not exceed $208,072.18. The total amount payable to the Subrecipient under this Agreement, including gross receipts tax and expenses, shall not exceed $208,072.18 This amount is a maximum and not a guarantee that the work assigned to be performed by the Subrecipient under this Agreement shall equal the amount stated herein. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the

line-item budgets specified in Paragraph III and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

The parties do not intend for the Subrecipient to continue to provide services without compensation when the total compensation amount is reached. The Subrecipient is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Subrecipient be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

## V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, electronic mail, facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.

Communication and details concerning this contract shall be directed to the following contract representatives:

***For the City:***

City of Santa Fe
Office of Affordable Housing
P.O. Box 901
Santa Fe, New Mexico 87504-0909

***For the Subrecipient:***

Santa Fe Community Housing Trust
6005 Jaguar Drive, Suite 101
Santa Fe, NM 87507

## VI. GENERAL CONDITIONS

### A. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the

provisions of 24 CFR Part 58. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

**C. Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this Agreement.

**D. Workers' Compensation**

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement. If the Subrecipient fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

**E. Professional Liability**

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

## F. Insurance & Bonding

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200., the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and physical damage. If services contemplated under this Agreement will be performed on or in City facilities or property, the Subrecipient shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

1. ***Commercial General Liability*** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01, with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe and their officials, officers, employees, and agents as additional insureds.
2. ***Broader Coverage and Limits***. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.
3. Contractor shall maintain the above insurance for the term of this Agreement, name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

## G. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## H. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body, or its designee. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient. A request for an amendment must be done in writing and at least 90 days before the end of the agreement.

## I. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Subrecipient is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the City or is otherwise adjudicated to be in compliance.

In keeping with 2 CFR Part 200, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reasons, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

## VII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

The Subrecipient agrees to comply with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" except as modified in 24 CFR 570.502. Federal award flow-downs (scope applicable). The Subrecipient shall: (i) maintain an active Unique Entity Identifier (UEI) and registration in SAM.gov when required for this award; (ii) certify that it and its principals are not debarred or suspended and comply with 2 CFR Part 180 and 2 CFR Part 2424; (iii) comply with the Mandatory Disclosure requirements at 2 CFR 200.113; and (iv) maintain effective internal controls over the Federal award consistent

with 2 CFR 200.303. The City may withhold payment, disallow costs, or require repayment for noncompliance or unsupported costs.

### 1. Accounting Standards

The Subrecipient shall comply with 2 CFR Part 200.300 (Subpart D) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The Subrecipient shall comply with procurement standards and procedures set forth by the City. These standards reflect applicable State and local laws and conform to applicable Federal law and the procurement standards at 2 CFR 200.318–200.327. Procurement transactions must be conducted in a manner providing full and open competition consistent with the standards.

### 2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200.400 (Subpart E) and agrees it is responsible for the efficient and effective administration of the Federal funding through the application of sound management practices and for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the award. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### 3. Procurement

The Subrecipient shall comply with procurement standards and procedures set forth by the City. These standards reflect applicable State and local laws and conform to applicable Federal law and the standards identified in 2 CFR 200.318-200.327. Procurement transactions must be conducted in a manner providing full and open competition consistent with the standards. Specific methods of procurement to be followed are further detailed below.

### 4. Audit Requirements

The Subrecipient shall comply with 2 CFR Part 200.500 (Subpart F).

The Subrecipient shall comply with procurement standards and procedures set forth by the City. These standards reflect applicable State and local laws and conform to applicable Federal law and the procurement standards at 2 CFR 200.318–200.327. Procurement transactions must be conducted in a manner providing full and open competition consistent with the standards.

The Subrecipient will provide the City with a copy of the required audit within thirty days of completion. The City shall have the right to conduct its own audit at any time.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Sub recipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments

**5. Subrecipient Match Requirement**

Applicants are encouraged to secure matching funds from public and/or private resources (such as financing, supplies, or services). At a minimum, only signed and dated letters of firm commitments will be considered as proof of match compliance, as outlined in CDBG Grant Application. The Community Development Block Grant (CDBG) Program administered by the City does not allow Federal sources to be used as matching funds.

All matching funds, including in-kind contributions, must conform to the City's CDBG Program requirements. Matching funds may come from a variety of sources, including:

- Public (non-Federal), private and nonprofit entities;
- State and local housing finance agencies;
- Local Governments;
- Foundations;
- Colleges and universities;
- Financial institutions or banks; and
- Other private funders.

Subrecipients will be required to show evidence that they committed matching resources and used them for their intended purposes through monthly expenditure reports as the project/program proceeds. For example, if the uses of CDBG funds includes salaries and benefits, Subrecipient will need to provide matching funds documentation for salaries and benefits. Sources of match funds may be substituted after grant award, as long as the dollar commitment is met.

**B. Documentation and Record Keeping**

### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- **a.** Records providing a full description of each activity undertaken;
- **b.** Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- **c.** Records required to determine the eligibility of activities;
- **d.** Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- **e.** Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- **f.** Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- **g.** Other records necessary to document compliance with Subpart K of 24 CFR 570.

### 2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of four (4) years, consistent with 24 CFR 570.502 and 24 CFR 570.506. The retention period begins on the date of submission of the City's annual performance report to HUD (CAPER) in which the activities assisted under this Agreement are reported for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever is later.

### 3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

### 4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the listed Federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

**5. Federal, State, and Local Laws and Regulations Compliance**

This contract is subject to and shall be performed in accordance with all applicable federal, state, and local laws, regulations, and ordinances governing the Community Development Block Grant (CDBG) program, including but not limited to:

a. **Federal Authorities**

- Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 et seq.)
- CDBG Program Regulations (24 CFR Part 570)
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
- Environmental Review Procedures (24 CFR Part 58)
- Civil rights, labor standards, Davis-Bacon Act, ADA, Section 3, etc.

b. **State Authorities**

- Construction Industries Licensing Act (New Mexico)
- License requirements under state law; performance and payment bond requirements under NM statutes

c. **Local Authorities – City of Santa Fe / Santa Fe County**

- Compliance with City/County building, zoning, land use, safety, and historic preservation codes and obtaining all required local permits.
- Contractor and subcontractor licensing valid under NM and any local licensing requirements.
- Compliance with Santa Fe County's Living Wage Ordinance for contracts required by the county.

- Adherence to local ordinances for affordable housing and trust fund programs, including the City's Affordable Housing Trust Fund Ordinance and Community Development Commission rules (SFCC 26).
- Compliance with the Local Economic Development Act (LEDA) if relevant to the project.
- Avoidance of contractual provisions that violate NM Statutes § 57-28A-1 (i.e. requiring another state's law or litigation outside New Mexico).

The Contractor agrees to comply with all the above laws and regulations and any future amendments thereto. Any failure to comply may be cause for contract revision, withholding payment, or termination, at the discretion of the Grantee.

**6. Property Records**

The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the City upon termination of this contract. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in in 24 CFR 570.503(b)(8)as applicable.

**7. Closeouts**

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

**8. Audits & Inspections**

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and 2 CFR 200.

## C. Reporting and Payment Procedures

### 1. Program Income

The Subrecipient shall report monthly draws and all program income (as defined at 24 CFR 570.500(a))

**DISPOSITION OF PROGRAM INCOME:**

a. At the end of the CDBG Program Year, the City may require remittance of all, or part of any program income balances (including investments thereof) held by the subrecipient except those needed for immediate cash need, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash balances held for Section 108 security needs. Any program income on hand when the Contract expires, or received after the Contract's expiration, must be paid to the City as required by 24 CFR § 570.503(b)(7).

b. Any 'program income' as defined in 24 CFR 570.500 (as and if amended) directly related to and derived from the Subrecipient Grant that the Subrecipient is permitted to retain must, subject to Section 8 hereof, be used by the Subrecipient for an eligible activity permitted under 24 CFR 570.201, consistent with the Scope of Work. Such

program income will be subject to all applicable laws and regulations covering the use of Community Development Block Grant funds ("CDBG funds").

**REVERSION OF ASSETS:**

a. Upon termination or expiration of this Contract, the Subrecipient will transfer to the City any portion of the Subrecipient Grant on hand and any accounts receivable attributable to the use of the Subrecipient Grant, including "program income".

b. The City, in its sole discretion, may permit the Subrecipient to retain possession of any equipment purchased pursuant this Contract. Such permission will be contingent upon the equipment's continued use to provide an eligible CDBG Program activity throughout the useful life of the equipment.

c. If permission to retain equipment is not granted as described in Section 8(b), the Subrecipient will, upon written request, deliver the equipment within fifteen (15) days.

d. If permission to retain equipment is granted as described, and the equipment's use for an eligible activity ceases prior to the useful life of the equipment expires, the Subrecipient will pay the City an amount equal to the fair market value of the equipment as measured at the time that the eligible use ceased.

e. In all cases in which equipment acquired, in whole or in part, with funds under this Contract is sold, the proceeds will be program income (prorated to reflect the extent that funds received under this Contract were used to acquire the equipment). At the expiration of the useful life of any equipment retained by the Subrecipient, the Subrecipient, in its discretion, will retain or dispose of the equipment.

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**2. Indirect Costs**

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

**3. Payment Procedures**

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

**4. Documentation of Costs**

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that any disallowed cost determined as ineligible, unallowable, unsupported, or not allocable to the approved scope, the Subrecipient shall repay such amounts to the City upon demand. The city may withhold, offset, or recapture payments to satisfy disallowed costs and may require corrective action consistent with 2 CFR Part 200 and 24 CFR Part 570.

**5. Expenditures**

The Subrecipient may be reimbursed for pre-award costs under and subject to 24 CFR 570.200(h)(1) before the period set forth in this Agreement, up to a maximum of $300,000. The Subrecipient may incur any additional costs above the maximum amount allowed for pre-award expenses only during the period set forth in the Agreement. Funds obligated but not disbursed at the end of the Agreement period shall be retained by the City. After the close of the Agreement period any unexpended fund balance remaining shall become the property

of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

At minimum, fifty percent (50%) of the Subrecipient's grant allocation must be drawn down by the sixth month of the program. Failure to meet this expenditure requirement may result in the forfeiture of your entire grant award.

**6. Progress Reports**

The Subrecipient shall submit Quarterly Progress Reports to the City in the form, content, and frequency as required by the City.

## D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall comply with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

**1.** The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

**2.** Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the City deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the City deems appropriate].

**3.** In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

## VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the
requirements in 24 CFR 570.606(d) governing optional relocation policies. The City may preempt the optional policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

## IX. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

#### 1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975,

Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

**2. Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

**3. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

**4. Section 504**

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

**B. Affirmative Action**

**1. Approved Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in

President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

**2. Women- and Minority-Owned Businesses (W/MBE)**

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

**3. Access to Records**

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

**4. Notifications**

The Subrecipient will send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

**6. Subcontract Provisions**

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

## C. Employment Restrictions

**1. Prohibited Activity**

The Subrecipient is prohibited from using funds provided herein or personnel employed in the ad- ministration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

**2. Labor Standards**

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance pro- vided under this contract, shall comply with Federal

requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

**3. HUD Act of 1968 Section 3**

a. **Compliance.** Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

   The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

   "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection

with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. **Notifications.** The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts.** The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not approve any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

## D. Conduct

### 1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

### 2. Subcontracts

a. **Approvals.** The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. **Monitoring.** The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content.** The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. **Selection Process.** The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

**3. Hatch Act.**

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

**4. Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position

to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

**5. Lobbying**

The Subrecipient hereby certifies that:

**a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

**b.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

**c.** It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

**d.** Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

### 6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

### 7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## X. ENVIRONMENTAL CONDITIONS

### A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

**1.** Clean Air Act, 42 U.S.C., 7401, et seq.;

2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.
4. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

## B. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

## C. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

## XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

## XIII. WAIVER

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## XIV. NEW MEXICO TORT CLAIMS ACT

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

## XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

CITY OF SANTA FE

MICHAEL GARCIA, MAYOR

SUBRECIPIENT:
SANTA FE COMMUNITY HOUSING TRUST

Roman Abeyta
Roman Abeyta (Mar 25, 2026 13:51:49 MDT)

ROMAN ABEYTA
EXECUTIVE DIRECTOR

DATE: Mar 25, 2026

NMBTIN# 85-0392520

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Ruby Crews
Ruby Crews (Mar 25, 2026 13:53:29 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Mar 27, 2026 16:13:42 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 4/22/2025

Project Title: Housing Trust - Mortgage Reduction

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: AFH2624002
Grant ID: F2601
Approved By: ERIKA LUJAN (Feb 18, 2026 16:49:39 MST)
CT (Finance Use Only)

Department: Office of Affordable Housing Project Manager: ~~Rocio Gosende~~ RUBEN MACIAS Ext: 629.7379

Project Date Range: July 1, 2025 to June 30, 2026 ☐ Create Fixed Asset

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

Funding Source: HUD B24 reprogrammed funds % of Funding:

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: 116952.84

Funding Source: CDBG % of Funding: 100%

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: $100,000

**Expense String Phase:** PROJECT TOTAL: 216952.84 ✓

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: 1 GRANTS/SERVICES MUNIS ORG: 2402750 MUNIS OBJ: 510400

**Grants Only (list all grants if applicable):**

Grantor Name: HUD CDBG B-25-MC-35-003 Awarded Amount: 633,475.00

AR Charge Code: 2402750.490520 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700024 Federal CFDA (if applicable): 14.218

Grantor Name: Awarded Amount:

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

Grantor Id: Federal CFDA (if applicable):

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/16/2025

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

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

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (SOW)<br>2905 Rodeo Park Drive East<br>Building 6, Suite 100<br>Santa Fe, NM 87505 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427<br>E-MAIL ADDRESS: |
| INSURED<br>Santa Fe Community Housing Trust<br>PO Box 29237<br>Santa Fe, NM 87592 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Hartford Underwriters Insurance Company — 30104<br>INSURER B : New Mexico Mutual Casualty Company — 40627<br>INSURER C : Hudson Excess Insurance Company — 14484<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | X | | 34SBAAP5BFS | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | 34SBAAP5BFS | 1/1/2026 | 1/1/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 0099999107 | 6/27/2025 | 6/27/2026 | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Professional Liab | | | EEB14142 04 | 1/1/2026 | 1/1/2027 | Each Wrongful Act | 1,000,000 |

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

*CYBER LIABILITY #ESN0040211985- 01/05/2025 – 1/5/2026- General Aggregate Limit: $1,000,000 Aggregate Retention: $2,500

**CERTIFICATE HOLDER**

City of Santa Fe Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE




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# BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS LIABILITY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A.** The following is added to Section **C. WHO IS AN INSURED**:

**Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(1)** The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

**(a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**(b)** Any express warranty unauthorized by you;

**(c)** Any physical or chemical change in the product made intentionally by the vendor;

**(d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**(e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**(f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



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**(g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

**(h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(i)** The exceptions contained in Paragraphs **(d)** or **(f)**; or

**(ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**(2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

**(1)** Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

**(2)** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

**(1)** Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

**(2)** With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

**(a)** Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

**(b)** Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

**(1)** Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**(a)** In connection with your premises;

**(b)** In the performance of your ongoing operations performed by you or on your behalf; or

**(c)** In connection with "your work" and included within the "products-completed operations hazard", but only if:

**(i)** The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

**(ii)** This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(2)** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

**(i)** The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

**(ii)** Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property



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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

**(1)** Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

**(2)** With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

**(a)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

**(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

**(1)** Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**(a)** In the performance of your ongoing operations performed by you or on your behalf;

**(b)** In connection with your premises owned by or rented to you; or

**(c)** In connection with "your work" and included within the "products-completed operations hazard", but only if:

**(i)** The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

**(ii)** This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(2)** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**(a)** The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

**(b)** Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



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# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 4/22/2025

Project Title: Housing Trust - Mortgage Reduction

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: AFH2624002
Grant ID: F2601
Approved By: ERIKA LUJAN (Feb 18, 2026 16:49:39 MST)
CT (Finance Use Only)

Department: Office of Affordable Housing Project Manager: ~~Rocio Gosende~~ RUBEN MACIAS Ext: 629.7379

Project Date Range: July 1, 2025 to June 30, 2026 ☐ Create Fixed Asset

---

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

Funding Source: HUD B24 reprogrammed funds % of Funding:

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: 116952.84

Funding Source: CDBG % of Funding: 100%

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: $100,000

**Expense String Phase:** PROJECT TOTAL: 216952.84 ✓

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: 1 GRANTS/SERVICES MUNIS ORG: 2402750 MUNIS OBJ: 510400

**Grants Only (list all grants if applicable):**

Grantor Name: HUD CDBG B-25-MC-35-003 Awarded Amount: 633,475.00

AR Charge Code: 2402750.490520 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700024 Federal CFDA (if applicable): 14.218

Grantor Name: Awarded Amount:

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

Grantor Id: Federal CFDA (if applicable):

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

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2025

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

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

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (SOW)<br>2905 Rodeo Park Drive East<br>Building 6, Suite 100<br>Santa Fe, NM 87505 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427<br>E-MAIL ADDRESS: |
| INSURED<br>Santa Fe Community Housing Trust<br>PO Box 29237<br>Santa Fe, NM 87592 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Hartford Underwriters Insurance Company — 30104<br>INSURER B : New Mexico Mutual Casualty Company — 40627<br>INSURER C : Hudson Excess Insurance Company — 14484<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | X | | 34SBAAP5BFS | 1/1/2026 | 1/1/2027 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | [ ] OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | [ ] ANY AUTO | | | 34SBAAP5BFS | 1/1/2026 | 1/1/2027 | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N / A | | 0099999107 | 6/27/2025 | 6/27/2026 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Professional Liab | | | EEB14142 04 | 1/1/2026 | 1/1/2027 | Each Wrongful Act | 1,000,000 |

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

*CYBER LIABILITY #ESN0040211985- 01/05/2025 – 1/5/2026- General Aggregate Limit: $1,000,000 Aggregate Retention: $2,500

**CERTIFICATE HOLDER**

City of Santa Fe Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE




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# BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS LIABILITY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A.** The following is added to Section **C. WHO IS AN INSURED**:

**Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(1)** The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

**(a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**(b)** Any express warranty unauthorized by you;

**(c)** Any physical or chemical change in the product made intentionally by the vendor;

**(d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**(e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**(f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



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**(g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

**(h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(i)** The exceptions contained in Paragraphs **(d)** or **(f)**; or

**(ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**(2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

**(1)** Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

**(2)** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

**(1)** Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

**(2)** With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

**(a)** Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

**(b)** Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

**(1)** Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**(a)** In connection with your premises;

**(b)** In the performance of your ongoing operations performed by you or on your behalf; or

**(c)** In connection with "your work" and included within the "products-completed operations hazard", but only if:

**(i)** The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

**(ii)** This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(2)** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

**(i)** The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

**(ii)** Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property



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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

**(1)** Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

**(2)** With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

**(a)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

**(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

**(1)** Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**(a)** In the performance of your ongoing operations performed by you or on your behalf;

**(b)** In connection with your premises owned by or rented to you; or

**(c)** In connection with "your work" and included within the "products-completed operations hazard", but only if:

**(i)** The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

**(ii)** This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(2)** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

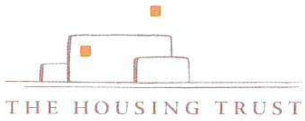
**(a)** The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

**(b)** Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



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# CITY OF SANTA FE

# OFFICE OF AFFORDABLE HOUSING
## Request for Proposals

## Affordable Housing Trust Fund (AHTF)
## RFP# 26006

## Santa Fe Community Housing Trust
## Public Proposal

## August 1, 2025

# ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror should complete and submit this Attachment. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

| | | |
|---|---|---|
| ☒ | Attachment A | Proposal Cover Page, Declaration, & Checklist |
| ☒ | Attachment B | Campaign Contribution Disclosure Form |
| ☒ | Attachment C | Conflict of Interest |
| ☒ | Attachment D | Non-collusion Affidavit |
| ☒ | Attachment E | Reference List |
| ☒ | Attachment F | Project Capability Submittal Checklist and Format |
| ☒ | Attachment G (1) | Scope/Level of Expertise (LE) Plan |
| ☒ | Attachment G (2) | Investment Impact Metrics & Budget Summary |

RFP # 26006

505-989-3960
Phone Number

Santa Fe Community Housing Trust
Company Name

6005 Jaguar Drive, STE 101
Mailing Address

85-0392520
FEIN

Santa Fe, New Mexico 87507 United States
City and Country

02-171649-00-8
NMBTIN (fka CRS)

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

| | A<br>**Contractually Obligate** | B<br>**Negotiate*** | C<br>**Offeror Key Personnel Lead** | D<br>**Clarify/Respond to Queries*** |
|---|---|---|---|---|
| **Name** | Roman Abeyta | Roman Abeyta | Angela Peinado | Angela Peinado |
| **Title** | Chief Executive Officer | Chief Executive Officer | Director of Operations | Director of Operations |
| **Email** | rabeyta@housingtrustonline.org | rabeyta@housingtrustonline.org | apeinado@housingtrustonline.org | apeinado@housingtrustonline.org |
| **Telephone** | 505-989-3960 | 505-989-3960 | 505-412-2888 | 505-412-2888 |

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they should be identified.

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
X The following subcontractors will be used in the performance of any resultant contract:
Arete Homes of Santa Fe for Tier I portion
(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)
Current and previous contracts with the City of Santa Fe
(Attach extra sheets, as needed)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following**:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors and Draft Contract contained in this RFP; and
- I acknowledge receipt of all amendments to this RFP, if any.

_____ 7/29, 20 25
Authorized Signature and Date (*Should be signed by the individual identified in item #2.A, above.*)

# ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, Section 13-1-182 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE RFP AND MUST BE SUBMITTED BY ANY OFFEROR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money. or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of

their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"**Pendency of the procurement process**" means the time between the public notice of the RFP and ending with the award of the contract or the cancellation of the RFP.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in NMSA 1978, Sections 13-1-28 through 13-1-199.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name(s) of Applicable Public Official(s) if any: Not Applicable for the Santa Fe Community Housing Trust**

Alan Webber, Mayor
Councilor Signe I. Lindell, District 1, Pro Tem
Councilor Alma Castro, District 1
Councilor Carol Romero-Wirth, District 2
Councilor Michael Garcia, District 2
Councilor Lee Garcia, District 3
Councilor Pilar F.H. Faulkner, District 3
Councilor Amanda Chavez, District 4
Councilor Jamie Cassutt, District 4

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

**--OR—**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE** to an applicable public official by me, a family member or representative.

Signature 7/29/25 Date

Chief Executive Officer
Title (Position)

# ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

***Complete, sign, and return with your proposal.***

The City policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16 et seq and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the authorized representative, all key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest. Each key personnel must also certify that there is no conflict of interest in connection to this RFP and/or resultant contract. If there is a conflict with the Project, then the authorized representative and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the authorized representative makes an immediate and full written disclosure to the City that includes a description of the action taken to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. If Offeror's personnel was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, Roman Abeyta, Chief Executive Officer certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded as a result of this RFP. For the duration of this firm's involvement in the resultant contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is proposing or associated with an or Offeror on the contract.

I certify that this firm will keep all procurement and contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the contract. I understand that if this firm leaves this agreement before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the CPO, via email, purchasing@santafenm.gov immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

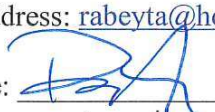
Company Name: Santa Fe Community Housing Trust

Authorized Representative/Title: Roman Abeyta, Chief Executive Officer

Phone Number: 505-989-3960

Fax Number: None

Email Address: rabeyta@housingtrustonline.org

Signature: 

Date: 7/29/25

The above information is subject to verification by the City. If the City finds a misrepresentation, the proposal may be automatically disqualified from the procurement process or the contract may be canceled.

# ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

***Complete, sign, and return with your proposal.***

The City policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16 et seq and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the authorized representative, all key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest. Each key personnel must also certify that there is no conflict of interest in connection to this RFP and/or resultant contract. If there is a conflict with the Project, then the authorized representative and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the authorized representative makes an immediate and full written disclosure to the City that includes a description of the action taken to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. If Offeror's personnel was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, Angela Peinado, Director of Operations certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded as a result of this RFP. For the duration of this firm's involvement in the resultant contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is proposing or associated with an or Offeror on the contract.

I certify that this firm will keep all procurement and contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the contract. I understand that if this firm leaves this agreement before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the CPO, via email, purchasing@santafenm.gov immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: Santa Fe Community Housing Trust

Authorized Representative/Title: Angela Peinado, Director of Operations

Phone Number: 505-989-3960

Fax Number: None

Email Address: apeinado@housingtrustonline.org

Signature: Angela Peinado

Date: 7/29/25

**The above information is subject to verification by the City. If the City finds a misrepresentation, the proposal may be automatically disqualified from the procurement process or the contract may be canceled.**

# ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

***Complete, sign, and return with your proposal.***

The City policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16 et seq and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the authorized representative, all key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest. Each key personnel must also certify that there is no conflict of interest in connection to this RFP and/or resultant contract. If there is a conflict with the Project, then the authorized representative and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the authorized representative makes an immediate and full written disclosure to the City that includes a description of the action taken to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. If Offeror's personnel was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, Dina Gurule-Trujillo, Director of Development certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded as a result of this RFP. For the duration of this firm's involvement in the resultant contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is proposing or associated with an or Offeror on the contract.

I certify that this firm will keep all procurement and contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the contract. I understand that if this firm leaves this agreement before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the CPO, via email, purchasing@santafenm.gov immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: Santa Fe Community Housing Trust

Authorized Representative/Title: Dina Gurule-Trujillo, Director of Development

Phone Number: 505-989-3960

Fax Number: None

Email Address: dgtrujillo@housingtrustonline.org

Signature: Dina M. Gurule Trujillo

Date: 7/22/25

The above information is subject to verification by the City. If the City finds a misrepresentation, the proposal may be automatically disqualified from the procurement process or the contract may be canceled.

# ATTACHMENT D - NON-COLLUSION AFFIDAVIT

***Complete, sign, and return with your proposal.***

I hereby affirm that: I am the Chief Executive Officer (insert title) and the duly authorized representative of Santa Fe Community Housing Trust (insert organization's name) whose address is 6005 Jaguar Drive, Ste 101, Santa Fe, New Mexico 87507 . And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

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

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name ROMAN ABEYTA

Title Chief Executive Officer

Date 7/29/25

# ATTACHMENT E – REFERENCE LIST

**The Offeror must provide at least three (3) references who can verify the narratives listed in section G(1): Scope/Level of Expertise.**

| | Name | Title | Company | Email | Phone Number |
|---|---|---|---|---|---|
| 1 | Rob Gibbs | Owner | Arete Homes of Santa Fe | rob@aretehomesofsantafe.com | 505-629-5292 |
| 2 | Daniel Osborn | Housing Program & Special Program Manager | County of Los Alamos | Daniel.osborn@lacnm.us | 505-709-7076 |
| 3 | Steve Ellis | Contractor | HOPWA Program | Steven.ellis@cloudburstgroup.com | 207-518-8640 |
| 4 | Rose Mari Gonzales | Former Board President | Santa Fe Community Housing Trust | gonielsen@comcast.net | 505-470-1934 |
| 5 | Yvette Quesada | Housing Counseling Program Manager | RCAC | Yvette.quesada@rcac.org | 951-401-1316 |
| 6 | Alexandra Ladd | Santa Fe County | Santa Fe County | aladd@santafecountynm.gov | 505-986-6225 |
| 7 | Kimbery Dominguez | Client | Santa Fe Community Housing Trust | Kgdominguez2678@gmail.com | 505-470-1934 |

# ATTACHMENT F – PROJECT CAPABILITY SUBMITTAL COMPLIANCE AGREEMENT CHECKLIST AND FORMAT

The Offeror should complete and submit this checklist along with the Project Capability (PC) Submittal. Failing to answer or answering "No" to any of the questions below may result in disqualification.

| | | |
|---|---|---|
| 1. Is your PC Submittal (attachments G1, & G2) completed as instructed? | ☒ Yes | ☐ No |
| 2. Do you understand that you should use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses? | ☒ Yes | ☐ No |
| 3. Do you understand that the contents of PC Submittal will become part of the Contract? | ☒ Yes | ☐ No |
| 4. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements or any of the Pass/Fail Criteria? | ☒ Yes | ☐ No |

THE HOUSING TRUST

## ATTACHMENT G (1)

## TIER 1 – SCOPE AND LEVEL OF EXPERTISE PLAN (SC/LE) FOR THE SANTA FE COMMUNITY HOUSING TRUST (SFCHT)

### Team Qualifications & Relevant Projects

At the end of 2022, the SFCHT Board of Directors hired a new Chief Executive Officer who created new goals for building development and lending that has been thriving after two years in the position. Roman "Tiger" Abeyta is a former City Counselor, Executive Director with the Boys and Girls Club, and President of the Santa Fe School Board as well as having served on additional boards. He is well versed in the needs of Santa Fe, especially when it comes to affordable housing.

There are three Directors on staff, one who oversees the operations (Angela Peinado), one who oversees the Assets (Jessica Herrera), and the other who oversees the Development section (Dina Gurule-Trujillo). Angela has experience with grant management and ensures compliance in both program/project and financial expenditures. Jessica brings experience in real estate and Dina brings a wealth of knowledge as a former director with the Boys and Girls Club as well as previous banking experience. This section has seen the most growth by working with land lease clients, the development of Arroyo Oeste Phase I and overseeing other properties owned by the SFCHT. Also on staff is a Finance Director (Suzy Sanchez) who is well versed in accounting and audits for non-profit organizations.

An article from the Santa Fe Reporter in July 2023 states, the Santa Fe Community Housing Trust credits its success to the trust fund. Its Arroyo Oeste Phase I project, almost sold out in Tierra Contenta north of Swan Park, provided 40% of its 20 homes to clients who qualify under the affordable housing requirements. "We went back to the city and fortunately we were able to use the Affordable Housing Trust Fund to help fill that gap between the subsidized sales price and the cost of producing the home, and that made it a reality," Chief Executive Officer Roman Abeyta says.

Arroyo Oeste is in the master-planned community of Tierra Contenta and has been a collaboration between Arete Homes of Santa Fe and the SFCHT. The site development was completed in December 2021 and construction of 20 new (which includes 8 affordable houses) single-family homes began in 2023. There are three floor plans with options to upgrade. See photos included.

The partnership with Arete Homes of Santa Fe will continue for the next part of Arroyo Oeste Phase II. Arete Homes of Santa Fe is a locally owned and operated residential development firm with a proven track record of delivering high-quality, energy-efficient homes across Santa Fe. Founded in 2015 by Robert (Rob) Gibbs, a third-generation homebuilder with more than 30 years of experience in the region, Arete Homes builds on a legacy of over 1,500 homes in 26 communities through previous ventures including Robert & Sons, LLC and BT Homes. The

company specializes in the full spectrum of master-planned community development, from entitlement and infrastructure to home construction and sales. Known for its thoughtful designs and durable construction, Arete Homes offers both custom and semi-custom floorplans optimized for open living, aging in place, water-wise landscaping, and high-efficiency performance. The company has delivered successful developments such as Arbolitos at Las Estrellas, Valverde at Las Campanas, Cañada Bonita, and the in-progress Arroyo Oeste, the mixed-income community developed in partnership with the Santa Fe Community Housing Trust. With its name inspired by the Greek concept of virtue and excellence, Arete Homes reflects a commitment to community-focused planning, sustainable design, and long-term value. The company and its founder have been recognized repeatedly by the Santa Fe Area Home Builders Association, including multiple Builder of the Year awards and top honors in the Parade of Homes for design, water and energy efficiency. As an established and highly regarded builder, Arete Homes offers deep local expertise and end-to-end project capability that make it a valuable partner in housing development initiatives throughout northern New Mexico.

In addition to Arroyo Oeste Phase I and Phase II, the SFCHT has been involved in several past projects related to affordable apartment housing. These include the Village Sage, Soleras Station and Stagecoach Apartments, all of which utilize project-based vouchers for subsidized rentals. The SFCHT partnered with the city to acquire and convert the Santa Fe Suites motel into affordable housing and played a role in the Siler Yard project, creating live/workspace for artists. There are several remodels the SFCHT has been a part of within the last year which include lots at Kachina Ridge, Arroyo Son Risa, Calle de Resolana, Valle Vista, Cree Circle, and Jacona Farms.

**Clarity, Logic & Execution Strategy**

The SFCHT with the partnership of Arete Homes of Santa Fe has approximately 70% of Arroyo Oeste Phase I completely sold and built. Phase II planning and design is completed with the official groundbreaking scheduled for August or September 2025. With the assistance of the City of Santa Fe affordable housing trust fund, this final phase completes a multi-year, multi-phase vision for an inclusive neighborhood that promotes equity, stability, and sustainability. The built-in continuity (same location, design, partners, and mission) creates a seamless path to completion, occupancy, and long-term success.

The Director of Development successfully oversaw Phase I and with the same team in place, in-house construction oversight, fiscal and compliance staff will ensure transparent progress tracking. All decision-making protocols and contingencies are already in place to address potential permitting, procurement, or weather delays. All zoning approvals were secured during Phase I. Environmental assessments, infrastructure planning (including utilities), and lot subdivision have been incorporated into the master plan, minimizing predevelopment hurdles for Phase II. Progress will be monitored through on-site inspections, contractor monthly reports and will continue to emphasis energy efficiency, water conservation, and healthy home design in alignment with the City's sustainability goals.

Forty percent (40%) of affordable homes available will be priced for households earning 120% or below the Area Median Income (AMI). The SFCHT certified housing counselors will support buyers through financial counseling, mortgage readiness, and coordination with other subsidy programs. Homes will be made available to those clients who live and work in Santa Fe.

Financial oversight will include funds being tracked in Quickbooks and reviewed monthly against project budgets. The SFCHT will submit quarterly financial and narrative reports to the City along with annual compliance certifications. By leveraging the AHTF funds will allow the SFCHT to maintain affordability ensuring public funds translate into lasting community assets.
The success of Arroyo Oeste Phase II will be measured through clearly defined, quantifiable outcomes tied to construction milestones, affordability targets, and long-term benefits to low- and moderate-income households. Our evaluation strategy includes both internal tracking and external reporting mechanisms to ensure transparency, accountability, and alignment with the goals of the Affordable Housing Trust Fund (AHTF).

At the core of the SFCHT outcome strategy is a commitment to producing high-quality, energy-efficient homes that remain permanently affordable to income-qualified households. We will complete and sell eight new homes, all priced to be accessible to families earning at or below 120% of the Area Median Income (AMI). Every home will be protected by a long-term affordability covenant, typically 99 years, that ensures the City's investment continues to serve the community generation after generation.

Progress will be tracked through a robust system of internal project management tools. Our Director of Development along with our partner Arete Homes of Santa Fe maintains a digital dashboard that logs construction milestones, buyer selection timelines, and financial benchmarks. This allows the team to monitor key activities such as groundbreaking, vertical construction stages, utility connections, inspections, and closings. Each milestone is paired with a target completion date, and progress is reviewed weekly.

In addition to the physical completion of homes, the SFCHT will measure success through buyer readiness and stability. Each home buyer will complete pre-purchase counseling and receive assistance navigating financing options. This is tracked using MPact Pro Software for client management. The SFCHT will also monitor the diversity of buyer households to ensure that historically underserved populations are equitably served. Post-closing, buyers are invited to provide feedback through voluntary surveys to help us evaluate satisfaction and long-term support needs.

Reporting to the City of Santa Fe will occur quarterly and include narrative updates, construction progress reports, photographic documentation, and budget-to-actual financials. These reports will demonstrate not only whether the project is on schedule and within budget, but also how it is fulfilling the broader goals of equity, affordability, and community stabilization. In the long term, the SFCHT defines success as the preservation of affordability, the creation of stable homeownership for working families, and the strengthening of neighborhood cohesion. These outcomes are not abstract as they are visible in the families who remain in Santa Fe

because they were able to afford a home, in the children who can stay in their schools, and in the workforce that can continue contributing to the local economy.

We believe Arroyo Oeste Phase II represents more than just housing; it represents a measurable, lasting investment in Santa Fe's future.

**Affordability Duration**

All homes in Arroyo Oeste Phase II will be preserved as permanently affordable through 99-year affordability covenants recorded on the deed at the time of purchase. These covenants are renewable upon resale, effectively ensuring that the affordability of each unit is retained in perpetuity and benefits multiple generations of Santa Fe families.

The SFCHT uses a shared equity homeownership model, in which buyers agree to specific resale and occupancy conditions in exchange for the ability to purchase a home at a deeply subsidized, below-market price. These conditions include:

- Primary residency requirement (no rentals or investor ownership)
- Maximum resale price formula, which limits appreciation to a fixed rate or index tied to local income growth
- SFCHT first option to purchase, allowing the Trust to identify the next eligible buyer and ensure compliance with income and occupancy standards
- Continued income targeting, so all future buyers remain at or below 120% of Area Median Income (AMI)

This model prevents speculative resale and protects the public investment provided through AHTF and other funding sources. It also promotes long-term housing stability, intergenerational wealth building, and community continuity for working families who might otherwise be priced out of Santa Fe's housing market.

The SFCHT has administered affordability covenants for more than 30 years and maintains an active portfolio of resale-restricted homes. We have dedicated compliance staff and annual monitoring protocols in place to ensure enforcement and support for homeowners over time.

Through this long-term stewardship structure, every home in Arroyo Oeste Phase II will remain affordable not just for the first buyer, but for all future owners preserving affordability and equity in the Santa Fe housing market for decades to come.

**Leverage**

The 3:1 ratio for the requested 900,000 will include a mix of public and private funding sources:

| | |
|---|---|
| New Mexico MFA | $1,000,000.00 |
| SFCHT Operating Funds for personnel services and benefits, developer fees, resale proceeds, and earned income. | $1,700,000.00 |
| TOTAL | $2,700,00.00 |

The SFCHT uses the HUD definition of affordable housing as homes where the occupant is paying no more than 30% of gross income for housing costs, including utilities. As a measure of gross income, it is meant to measure affordability for those at the median household income or below. As part of the intake process the staff obtains recent credit reports and works with the client to develop a budget. The budget is an important component of the one-on-one counseling session and is necessary so that the client and counselor can review the client's current spending patterns and create a spending plan that allows the client to take charge of their financial situation in both the short- and long-term. They also discuss the client's financial goals and develop an action plan for overcoming challenges, so the client can achieve their goals. Budgets allow both the client and counselor to clearly identify what the client's affordability is, determine how achievable their housing goal is, and identify if/where adjustments are needed.

The AMI is obtained by getting the household's annual income.

- Step One: Total Annual Income

**Adult 1** $960 per month X 12 months = $11,520

**Adult 2** $15/hour X 40 hours/week X 52 weeks/year = $31,200

**Total** $11,520 + $31,200 = **$42,720**

Then the staff uses an updated AMI table to find the percentage based on the household size.

The staff then calculates the debt ratio by dividing the total debt by total assets. A good ratio of below 30% is excellent and above 40% is critical and work needs to be completed.

**Investment Impact**

The SFCHT is requesting $900,000.00 in AHTF funds to support the final construction and affordability of eight homes. This equates to approximately $112,500 per household, which is substantially lower than the cost of producing new units from the ground up in a stand-alone development. By leveraging the site preparation, permitting, and design work, the per unit cost of public subsidy is significantly reduced without sacrificing quality or sustainability.

The additional funding sources currently used for Phase II included the $600,000.00 awarded in 2024-2025 as well as securing a $1 million loan from the New Mexico Finance Authority (MFA) through their state capital awarded appropriation for the 8 affordable houses.

The $900,000 in AHTF funds requested will be strategically allocated to ensure the successful construction and affordability of homes in Arroyo Oeste Phase II. Funds will be used exclusively for eligible hard and soft costs directly associated with the production of permanently affordable homeownership units for income-qualified Santa Fe households.

Anticipated uses include:

- Construction Costs: A portion of AHTF dollars will be applied toward vertical construction expenses, including framing, roofing, finishes, and mechanical systems—directly reducing the cost burden passed on to low-income buyers.
- Affordability Subsidy: AHTF funds will help bridge the gap between actual construction costs and what income-eligible buyers can afford. This ensures homes remain affordable to households earning below 120% of AMI without compromising quality.
- Site Preparation and Permitting: If needed, a portion of funds may support final site prep, inspections, and permit-related expenses associated with Phase II completion.

All AHTF expenditures will be tracked, documented, and reported in accordance with City requirements, and the SFCHT is prepared to submit invoices, financial statements, and compliance data on a quarterly basis. The use of funds is both appropriate and targeted, enabling high-quality construction while preserving long-term affordability for Santa Fe families.

**Readiness & Feasibility**

The project site is already subdivided, and infrastructure work is currently underway. Architectural plans have been adapted from Phase I of the development, significantly reducing both design time and costs. This also enhances construction efficiency, as contractors are already familiar with these floorplans. All necessary environmental assessments, utility coordination, and zoning approvals have been completed and approved. A general contractor has been selected and is ready to mobilize as soon as final funding is secured.

**Projected Timeline:**

- **Summer 2025** - Site preparation and infrastructure work in progress
- **Fall 2025** - Final vertical construction funding approvals secured
- **Winter 2025/26** - Groundbreaking and start of vertical construction
- **Spring–Summer 2026** - First group of homes completed; Certificates of Occupancy issued; buyer closings and move-ins begin
- **Late 2026 / Early 2027** - Project completion

Given the infrastructure readiness, completed design, and experienced project team, the project is highly feasible and shovel-ready, positioning it for timely and efficient deployment of AHTF resources.

## Resident Well-Being

The completion of Arroyo Oeste Phase II will result in tangible, long-term improvements in health, safety, and housing stability for Santa Fe families. This final phase of a thoughtfully planned community will not only provide affordable homes but also foster a secure, healthy living environment that promotes resilience and well-being for generations.

### Housing Stability

The most immediate outcome of the project is the creation of permanently affordable homeownership opportunities for income-qualified households earning at or below 120% of Area Median Income (AMI). These homes will be protected by 99-year affordability covenants, ensuring that buyers are not at risk of price escalation, eviction, or rent displacement. Stable, predictable housing costs allow families to plan, build savings, and stay rooted in the Santa Fe community.

Furthermore, SFCHT's comprehensive housing counseling program prepares buyers for long-term success through budgeting, mortgage education, and post-purchase support greatly reducing the likelihood of foreclosure or housing loss.

### Health Outcomes

Affordable, high-quality housing is a critical determinant of physical and mental health. Arroyo Oeste homes are designed and built using durable, non-toxic materials with attention to indoor air quality, energy efficiency, and natural lighting—factors known to reduce respiratory issues and stress-related conditions.

By transitioning from overcrowded, substandard, or unstable housing to safe, ownership-based housing, families—especially children and seniors—can experience significant improvements in physical health, emotional well-being, and academic performance.

### Safety Outcomes

Arroyo Oeste's site plan emphasizes walkability, lighting, and visibility, promoting a safe environment for children and families. The layout fosters a sense of community among neighbors, encouraging natural surveillance and mutual support. Residents will benefit from proximity to public services, schools, and transit, increasing access to resources that contribute to personal safety and economic mobility.

Moreover, the SFCHT ensures that all construction complies with or exceeds the building code and safety standards. New homes will feature up-to-date mechanical systems, modern electrical and plumbing infrastructure, and energy-efficient appliances—reducing the risks associated with outdated or unsafe housing stock.

# ARROYO OESTE
# PHASE I

## Arroyo Oeste





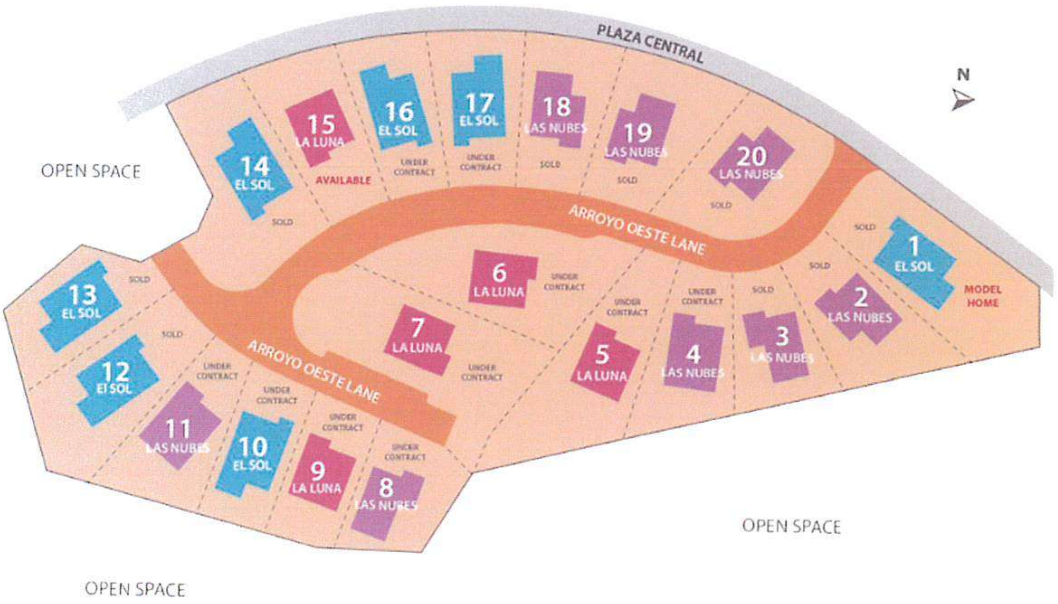







7601 Arroyo Oeste Lane

## Sitemap


PLAZA CENTRAL
N
OPEN SPACE
14 EL SOL
SOLD
15 LA LUNA
AVAILABLE
16 EL SOL
UNDER CONTRACT
17 EL SOL
UNDER CONTRACT
18 LAS NUBES
SOLD
19 LAS NUBES
SOLD
20 LAS NUBES
SOLD
ARROYO OESTE LANE
1 EL SOL
SOLD
MODEL HOME
2 LAS NUBES
SOLD
3 LAS NUBES
SOLD
4 LAS NUBES
UNDER CONTRACT
5 LA LUNA
UNDER CONTRACT
6 LA LUNA
UNDER CONTRACT
7 LA LUNA
UNDER CONTRACT
13 EL SOL
SOLD
12 EL SOL
SOLD
11 LAS NUBES
UNDER CONTRACT
10 EL SOL
UNDER CONTRACT
9 LA LUNA
UNDER CONTRACT
8 LAS NUBES
UNDER CONTRACT
ARROYO OESTE LANE
OPEN SPACE
OPEN SPACE

Arete
HOMES OF SANTA FE

Arroyo Oeste - Project Status

Last Updated 7.7.25
Current Date 7.21.25

Phase 1 - 20 Homes

| Buyer | SOLD HOMES | Plan | | Date Sold | Start Date | CO Date | Projected Closing | Current Status of Home |
|---|---|---|---|---|---|---|---|---|
| Martinez | Lot 4; 7607 Arroyo Oeste Lane | Plan A-4 BED; Pueblo | LPDU | 9/19/24 | 11/21/24 | | 7/24/25* | Gas meter installed. Landscape in progress. Driveway and appliances this week. |
| Esquer | Lot 13; 7620 Arroyo Oeste Lane | Plan B(R); Territorial | MR | 5/8/25 | 10/8/24 | 7/2/25 | TBD | Interior touch-ups in progress. |
| | | | | | | | | Home complete and ready for buyer. |
| Total | 2 | | | | | | | |

*Pending City loan approval.

| | SPEC/MODEL | Plan | | Start Date | CO Date | Projected Closing | Current Status of Home |
|---|---|---|---|---|---|---|---|
| MODEL | Lot 1; 7601 Arroyo Oeste Lane | Plan B(R); Territorial | MR | 11/9/23 | 5/17/24 | CLOSED | Model Home/Sales Office |
| Total | 1 | | | | | | |

| Buyer | AVAILABLE | Plan | | Date Sold | Start Date | Projected CO Date | Projected Closing | Current Status of Home |
|---|---|---|---|---|---|---|---|---|
| SPEC | Lot 15; 7616 Arroyo Oeste Lane | Plan C(R)-4 BED; Territorial | MR | 9/19/24 | 11/21/24 | 7/14/25 | | Waiting on faucets/valves to schedule final inspections. |
| Total | 1 | | | | | | | |

| | CLOSED | Plan | | Date Sold | Start Date | CO Date | Date Closed | Current Status of Home |
|---|---|---|---|---|---|---|---|---|
| Alfaro | Lot 20; 7604 Arroyo Oeste Lane | Plan A(R)-3 BED; Pueblo | AFF | 12/5/23 | 11/9/23 | 5/28/24 | 6/16/24 | Closed |
| Garcia | Lot 2; 7603 Arroyo Oeste Lane | Plan A(R)-3 BED; Pueblo | AFF | 9/26/23 | 11/13/23 | 7/15/24 | 8/2/24 | Closed |
| Romero | Lot 14; 7618 Arroyo Oeste Lane | Plan B(R); Territorial | MR | 6/1/24 | 11/13/23 | 8/1/24 | 8/6/24 | Closed |
| Gutierrez | Lot 3; 7605 Arroyo Oeste Lane | Plan A-3 BED; Pueblo | AFF | 9/5/23 | 11/13/23 | 7/19/24 | 9/20/24 | Closed |
| Rivera | Lot 19; 7608 Arroyo Oeste Lane | Plan A-3 BED; Territorial | LPDU | 9/18/23 | 11/13/23 | 7/29/24 | 9/6/24 | Closed |
| Hendra | Lot 12; 7622 Arroyo Oeste Lane | Plan B; Pueblo | MR | 10/17/23 | 1/24/24 | 9/19/24 | 9/19/24 | Closed |
| Chavez & Jaramillo | Lot 18; 7610 Arroyo Oeste Lane | Plan A-3 BED; Territorial | AFF | 12/21/23 | 11/13/23 | 9/13/24 | 9/27/24 | Closed |
| Wallace & Luarca | Lot 17; 7612 Arroyo Oeste Lane | Plan B(R); Pueblo | MR | 6/19/24 | 3/15/24 | 10/9/24 | 10/21/24 | Closed |
| Valenzuela & Rosales | Lot 6; 7611 Arroyo Oeste Lane | Plan C-4 BED; Pueblo | MR | 9/3/24 | 11/9/23 | 7/9/24 | 10/23/24 | Closed |
| Chavez | Lot 11; 7624 Arroyo Oeste Lane | Plan A-3 BED; Territorial | LPDU | 12/13/23 | 3/15/24 | 10/10/24 | 11/19/24 | Closed |
| Banerji | Lot 10; 7626 Arroyo Oeste Lane | Plan B(R); Territorial | MR | 9/13/24 | 3/15/24 | 11/19/24 | 11/18/24 | Closed |
| Ruiz | Lot 5; 7609 Arroyo Oeste Lane | Plan C-4 BED; Pueblo | MR | 5/4/24 | 6/24/24 | 12/31/24 | 1/8/25 | Closed |
| Garcia | Lot 8; 7630 Arroyo Oeste Lane | Plan A(R)-2 BED; Territorial | AFF | 8/7/24 | 8/23/24 | 3/3/25 | 5/1/25 | Closed |
| Allred & Saionz | Lot 7; 7631 Arroyo Oeste Lane | Plan C-4 BED; Pueblo | MR | 7/1/24 | 11/21/24 | 6/24/25 | 6/25/25 | Closed |
| Blanchard | Lot 9; 7628 Arroyo Oeste Lane | Plan C-3 BED; Pueblo | MR | 9/25/24 | 10/8/24 | 6/24/25 | 6/26/25 | Closed |
| Nicolet | Lot 16; 7614 Arroyo Oeste Lane | Plan B; Pueblo | MR | 6/10/25 | 8/24/20 | 3/21/25 | 7/10/25 | Closed |
| Total | 16 | | | | | | | |

| Total Homes | 20 |
|---|---|

# ATTACHMENT G (2) – INVESTMENT IMPACT METRICS & BUDGET SUMMARY

Instructions: Complete the section below according to the Tier for which you are applying. All financial figures must be current at the time of submittal and should reflect total costs including overhead and profit.

## 1. Investment Impact Metrics

☒ **Tier 1 – Development & Preservation**

- **Number of housing units (new or rehabbed):** 8
- **AHTF dollars per unit (AHTF ÷ Units):** $112,500.00

☐ **Tier 2 – Housing Support & Stability**

- **Number of households served:** _____
- **AHTF dollars per household (AHTF ÷ Households):** $_____

## 2. Requested AHTF Fund Uses

Please list the major cost categories for which AHTF funds will be used. Include estimated amounts for each.

| Category | Brief Summary | Dollar Amount |
|---|---|---|
| Operating Costs | Pass through funds for Arete Homes of Santa Fe contract | $ 63,000.00 |
| Administrative Costs | Pass through funds for Arete Homes of Santa Fe contract | $ 108,000.00 |
| Construction Costs | Pass through funds for Arete Homes of Santa Fe contract | $ 684,000.00 |
| Equipment | Pass through funds for Arete Homes of Santa Fe contract | $ 45,000.00 |

**Total AHTF Request:** $900,000.00
**Total Project/Program Budget:** $ 9.5 million (including both development and construction of all 20 homes.

## 3. Other Funding Sources

Please list all other secured or pending funding sources that contribute to your total project/program budget.

| Funding Source | Status (Secured/Pending) | Amount |
|---|---|---|
| NM MFA | Secured | $1,000,000.00 |
| SFCHT Operating Funds | Secured | $1,700,000.00 |
| AHTF 2024-2025 | Secured and spent | $600,000.00 |

## 4. Matching Funds Requirement

Applicants must demonstrate a minimum 3:1 leverage ratio to be eligible.
**Leverage Ratio Formula: (Total Project Budget – AHTF Request) ÷ AHTF Request**

**Calculated Leverage Ratio:** 3:1

THE HOUSING TRUST

**ATTACHMENT G (1)**

**TIER 2 – SCOPE AND LEVEL OF EXPERTISE PLAN (SC/LE) FOR THE SANTA FE COMMUNITY HOUSING TRUST (SFCHT)**

## Program Alignment

The SFCHT's Down Payment Assistance (DPA) program is directly aligned with the mission and goals of the City of Santa Fe Affordable Housing Trust Fund (AHTF), advancing equitable access to homeownership for low- and moderate-income Santa Feans. By reducing the upfront financial barriers to purchasing a home, this program empowers working families to remain rooted in the community, build intergenerational wealth, and contribute to neighborhood stability; all core objectives of the AHTF.

Housing affordability in Santa Fe is increasingly out of reach for many residents, not due to a lack of income alone, but because of the inability to save for down payments in a high-cost rental market. The DPA program addresses this structural challenge by providing targeted, need-based assistance to households earning at or below 120% of the Area Median Income (AMI). This aligns precisely with AHTF's emphasis on serving low-income households and reducing displacement risk.

The program also supports AHTF's goals of preserving long-term affordability and strengthening housing security. Each DPA award will be structured as a soft-second mortgage, recorded as a property lien with resale and recapture provisions to ensure the investment serves future households as well. In many cases, assistance is layered with other public programs such as MFA's FIRSTDown or HOMENow, maximizing the reach and impact of AHTF dollars through leverage.

The Housing Trust ensures cultural and geographic equity in our outreach, targeting populations that have historically been excluded from the mortgage market. Our bilingual housing counselors provide one-on-one education and financial support, ensuring that recipients of DPA not only access homeownership, but are fully prepared to sustain it. The HUD approved Work Plan is included.

Ultimately, this program promotes upward mobility, economic diversity, and community cohesion, in full alignment with the City's vision for housing justice and opportunity. With AHTF support, our DPA program becomes a high-impact, low-cost tool for addressing Santa Fe's urgent homeownership gap; moving families from rent burdened to housing secure.

## Organizational Capacity

SFCHT was established in 1992 and by 1994 was engaged in providing an array of services to increase access to affordable housing. Over the past 31 years the organization has grown in its capabilities to help the community. The SFCHT employs three different core activities that are

synergistic to the common goal of accessible, affordable, and high-quality housing. However, home buyer education and financial assistance are still the core of the ongoing service to the community. The key activities are:

1. Housing Counseling and Education (including HECM, Homebuyer Training, Financial Literacy and our unique Homeownership HOPWA program).
2. Lending (non-amortizing and amortizing loans to supplement down payment and affordable home ownership).
3. Single Family Development (Almost 507 homes as of January 2020 in with the City of Santa Fe providing affordable homeownership in an expensive housing market).

At the end of 2022, the SFCHT Board of Directors hired a new Chief Executive Officer who created new goals for building development and lending that has been thriving after one year in the position. Roman "Tiger" Abeyta is a former City Counselor, Executive Director with the Boys and Girls Club, and President of the Santa Fe School Board as well as having served on additional boards. He is well versed in the needs of Santa Fe, especially when it comes to affordable housing.

There is one Director on staff who oversees the operations including the housing counseling staff and grant management (Angela Peinado). Angela has experience with grant management and ensures compliance in both program/project and financial expenditures. She is working with Portfol to be able to manage all the loans in-house.

This past year, SFCHT has been fortunate to have 4 HUD-certified Housing Counselors (Ron Chavez, Yvonne Madrid, Andrea Gerber, and Cynthia Webb) on staff who provide excellent customer service and follow through with each client. Ron Chavez has been with the SFCHT for over 20 years and is constantly being asked to be present at many events. The staff continues to work with the lenders, public schools, civic housing authorities, and homebuilders.

The Finance Director (Suzy Sanchez) is well versed in accounting and audits for non-profit organizations. The Administrative staff includes an Administrative Assistant (Nathalie Arias). See Staff Resumes included.

The Housing Counselor staff became members of the Santa Fe and Los Alamos Chamber of Commerce and have built their network with mortgage brokers, title companies, banks, real estate agents and many other non-profit organizations. The goal for 2025-2026 is to market to the target group in numerous ways. A core marketing activity is the use of social media via Facebook, Instagram, LinkedIn, and TikTok. There are now advertisements in local publications. The website has been revamped to be more user friendly and will soon host the homebuyer training online. The most important aspect of the outreach is participation in local and community events such as the Mercado Southside, Swan Park event, and many housing and business fairs.

## Outcomes & Measurability

Success for the Down Payment Assistance (DPA) program will be defined by both immediate, measurable outcomes and longer-term impacts on housing stability, affordability, and equity. The SFCHT will track program performance through a combination of quantitative data, client outcomes, and compliance documentation, ensuring alignment with the Affordable Housing Trust Fund's goals and accountability to the City of Santa Fe. The systems used are MPact Pro Client Management System, Survey Monkey, and Excel Spreadsheets.

Key success indicators include:

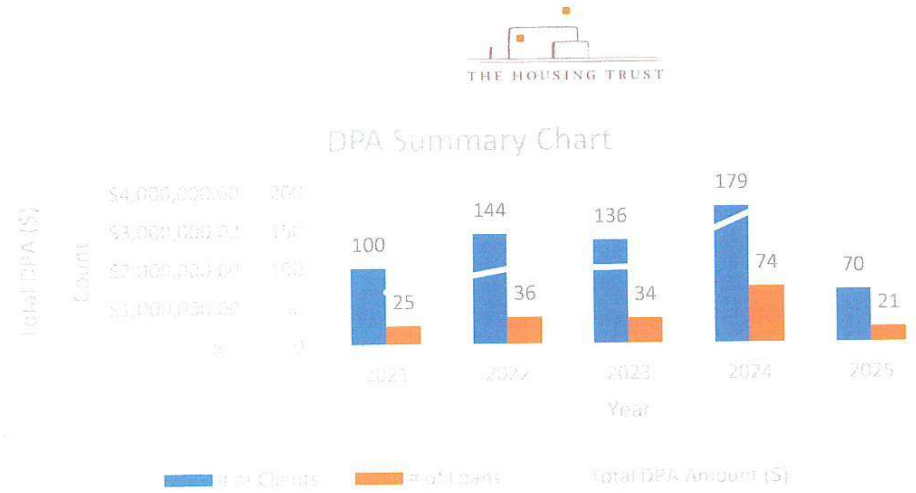
- Number of households assisted: The total number of income-qualified buyers receiving DPA support, with detailed records of AMI eligibility, household size, and award amount.
- Affordability maintained: All recipients will fall at or below 120% AMI, and homes purchased with AHTF-funded DPA will include resale and recapture provisions that ensure long-term affordability and/or reinvestment of funds.
- Homebuyer readiness and retention: All assisted buyers will complete a certified housing counseling program and will track early indicators of loan delinquency or instability to proactively offer post-purchase support when needed.
- Equity and inclusion: Demographic data will be collected and reviewed to assess how effectively the program is reaching BIPOC households, Spanish-speaking residents, and others historically excluded from the mortgage market. Special focus will be placed on serving Santa Fe families at risk of displacement.

Program data will be collected and reviewed in real time. The SFCHT will produce quarterly and annual reports summarizing:

- Households served and demographic breakdown
- Dollar amounts disbursed
- Loan-to-value ratios
- Home prices and mortgage terms
- Any defaults, recaptures, or reinvestments

Additionally, the SFCHT will conduct voluntary post-purchase surveys with participating buyers to evaluate their sense of housing security, financial stability, and satisfaction with the process.

All reporting will be provided in accordance with City of Santa Fe AHTF requirements and welcome the opportunity for periodic audits or monitoring visits. The success of this program will ultimately be measured not only in units assisted, but in the lives changed: families who are no longer rent burdened, residents who can remain in their city of origin, and individuals who gain a path toward long-term economic resilience.




The DPA Summary Chart captures how many clients and loans have been closed since 2021 utilizing down payment assistance. Some success stories include:

- MV, age 55. Native Santa Fean with very limited income, who has rented for her entire life. The SFCHT assisted with $50,000 from AHTF. This was her only real chance to obtain homeownership and she succeeded. Tier 1 buyer.
- AT, single mother of a special needs adult child. SFCHT assisted her with $50,000 from AHTF to make homeownership possible. Tier 1 buyer.
- LR, single mother of two school aged children. SFCHT assisted her with $20,000 in AHTF funds to purchase a new home. Tier 2 buyer.
- DM, single mother of two school aged children and a schoolteacher. SFCHT assisted her with $20,000 for purchase through the City HOMES program. Tier 2 buyer.

Basically, the AHTF funds have allowed SFCHT to make homeownership possible for lower income buyers—whom have been prioritized for these funds—and who otherwise would not be able to afford a home, even at subsidized price in the City HOMES Program.

As a partner with the RCAC, the SFCHT reviews the Homeless Management Information System (HMIS) report which contains information related to household income and benefits access. In MPact Pro, reports are generated and reviewed at staff meetings to identify the client's needs and discuss what needs to be done for improvement. Challenges discussed include debt ratio, low credit scores, individuals on a fixed income, seniors and single people not qualifying for affordable housing or not enough 2-bedroom homes being built. The SFCHT uses data to optimize systems of care through making ongoing system performance improvements and determining optimal resource allocation. Management is ensuring the data entered is accurate, comprehensive, and timely as it needs to also be reported to HUD on a quarterly basis. Surveys are reviewed after homebuyer training classes and will be sent to individuals and families who close their loan with the SFCHT to identify areas of improvement. The services provided connect with the City of Santa Fe Priorities by using the Area Median Income as the starting point for housing counseling. See the latest HUD submission of the 9902-report included.

## Equity & Accessibility

The SFCHT's Down Payment Assistance (DPA) program is designed with a strong foundation in equity, inclusion, and cultural relevance, ensuring that the benefits of homeownership are accessible to all Santa Fe residents, particularly those from historically marginalized and underrepresented communities.

Bilingual, culturally responsive services are at the heart of our strategy. All program materials, including applications, flyers, and educational content, are available in both English and Spanish. The bilingual housing counselors provide one-on-one support and financial education to ensure that language is never a barrier to understanding or participating in the program. Staff are trained in cultural humility and trauma-informed practices to create a respectful, supportive environment for clients from diverse backgrounds.

Outreach is targeted and relationship based. SFCHT staff actively engage with community partners that serve BIPOC, immigrant, and low-income populations, including local nonprofits and schools to build trust and increase awareness of the program. This includes participating in culturally rooted community events and offering informational sessions in accessible, familiar spaces.

The SFCHT also works to address intergenerational and systemic barriers to homeownership that have disproportionately affected families of color. The counseling services go beyond eligibility for screening as they include credit coaching, budget support, and mortgage readiness tailored to the specific challenges our clients face. The DPA recipients are first-generation homebuyers who rely on this deeper level of education and advocacy to navigate the complex homebuying process with confidence.

Additionally, SFCHT recognizes Santa Fe's unique multicultural heritage and the deep roots many residents have in the region. The program prioritizes residents and workers, ensuring that long-term community members, especially those at risk of displacement, have access to stable, affordable homeownership opportunities within the city they call home.

By removing structural barriers, adapting to cultural needs, and empowering historically excluded households, the DPA program ensures that AHTF resources are equitably distributed, and community aligned. This is not just about assistance, it is about belonging, dignity, and opportunity.

Owning an affordable home continues to be a challenge for Santa Fe's working class, lower income, first responders, and BIPOC families due to affordable housing shortages. The average rental costs have continued to increase, and the median home sales price is now approximately $600,000 (Realtor, 2024). In addition to inaccessible housing for many clients, Santa Fe has areas of poverty reflected by the five Opportunity Zones within our City. Their Zone IDs are: 35049001304, 35049001302, 35049001202, 35049001103 and 35049001002. The SFCHT continues its work on ending systemic inequality by providing fair housing to all regardless of

race, gender, disability, or ethnicity. The staff meet with community partners to discuss resource gaps and provide information on how to use collaborative resources to help individuals and families. The anticipated outcome would be to work together and create solutions like equity-centered financing in providing loans and financial services designed to help people who may not qualify for traditional loans.

The request for $200,000 (or more if funded) in direct homebuyer assistance could help 8 individuals or families get a foothold in their community that eliminates risk of displacement due to rising rents, while creating predictable and sustainable monthly housing costs, and providing the unique ability to amass generational wealth through homeownership. See brochures in Spanish and English included as well as our website that can be converted into Spanish.

The SFCHT enacted a Fair Housing Policy in 2019 as mandated by the Federal Register and is reviewed with each housing counselor on an annual basis. The Fair Housing is the right for everyone to have access to all housing opportunities without discrimination based on race, religion, national origin, sex, color, familial status, or disability. The New Mexico Human Rights Act also prohibits discrimination based on ancestry, sexual orientation, gender identity, or spousal affiliation. The SFCHT commitment is demonstrated through the housing counselors' general practice (intake through MPact Pro, in person and/or telephonic client contact, credit report requests, in person homebuyer training, budgeting, and client feedback on homebuying status with plan). As part of the intake package, the clients are also provided with a Fair Housing Brochure which is reviewed, and signatures received. If a client is experiencing discrimination, such as 1) refusal to sell, rent, or lease rooms, apartments, mobile homes, condos, or houses; 2) refusal to negotiate for the sale, rental, or lease of housing; or 3) informing someone that an apartment is not available for inspection, sale, or rental when it is in fact available the SFCHT housing counselor will work with city, county and state departments to further investigate. A hotline has also been established in New Mexico to provide to clients as well as a Landlord/Tenant information line. Incidents are documented and provided to the SFCHT Director of Operations for documentation and tracking.

The SFCHT's criteria for applications in English and Spanish are evaluated in a fair and uniform manner based on credit, including but not limited to income stability, and credit history. All applications must include a photo ID for 18 years of age and older; signature on the standard application; access eligibility for special loan programs (i.e. HOPWA, non-amortizing, or amortizing funds, etc.), financial analysis and program certification on household size and income, credit history, housing expense history, and current debt. An action plan and budget are developed for each qualifying client which is closely monitored during the process. There is no fee to complete the application.

As part of community development, the housing counselors gather and share information regarding future housing developments, housing within affordable housing costs, and other opportunities available. This list is documented and added to the network drive for future access. The building of relationships is imperative to help address New Mexico's current

housing needs. This also helps determines who lacks access to opportunities and any inequity amount the protected class groups; promotes integration and reduce segregation; and to transform racially or ethically concentrated areas of poverty in Santa Fe.

The SFCHT will capture the data to better analyze patterns, trends and conditions. Partnerships established will assist in gathering additional city and county data to look at the full content and conditions. With growing community support collaboration can be done to attend opportunities in developing strategies.

The protections for survivors of domestic and sexual violence in obtaining sustainable affordable housing have been more prevalent these past couple of years. This discrimination can include being denied admission to, or being evicted from, housing due to acts of violence committed against survivors. This discrimination jeopardizes housing security for survivors and their families who are living in abusive situations. As many domestic violence survivors are women, they are now protected by the federal Fair Housing Act's prohibition on sex discrimination. Therefore, the SFCHT's workplan, policies, and practices that target or otherwise discriminate against women because of their status as domestic violence survivors has been included.

**Investment Impact**

The SFCHT seeks to receive $200,000 (or more if funded). This amount would continue to be used for homebuyer assistance loans which would help lower the first mortgage and payments for individuals and families are less than 80% to 120% of the Area Medium Income. The assistance will supplement the homebuyer's own down payment funds and other financing resources to purchase a home. With the funds, SFCHT would be able to assist the increased number of clients coming in requesting assistance as well as first responders, teachers, and single mothers/fathers who meet the requirements.

The additional funding sources currently secured by the SFCHT are Community Development Block Grant (CDBG) program income from previous grant recipients who have paid off their loans as well as a new grant opportunity awarded for $216,000.00 . By having this revolving fund available, it has continued to assist other families with their needs. The Housing Opportunities for Persons with AIDS (HOPWA) continues to provide funding resources for those impacted by AIDS/HIV to provide housing assistance and supportive services to reduce or prevent homelessness in this population. The SFHCT Board of Directors has provided additional assistance through the operating funds which would be dedicated to amortizing and non-amortizing loans. The amount allocated in 2025 was still not enough to meet the growing need. The City of Santa Fe Professionals Agreement assists with some of the administrative costs for the housing counseling department. Finally, through the Rural Community Assistance Corporation (RCAC), SFCHT applied for a HUD Discretionary Fund for the Housing Counselors to obtain current training on the updated best practices for assisting low-income home buyers with diverse backgrounds.

The AHTF loans provide zero-interest and non-amortizing loans that require repayment at the transfer of a non-income qualified family member, sale, or refinancing. Each loan is underwritten individually and only provides the minimum amount of assistance needed to make the home purchase feasible and affordable according to the family's income, debt ratio, and budget. By leveraging the available and anticipated funds, being able to live in Santa Fe will be obtainable especially with the population who have left for school and want to return to their hometown.

With an annual income of $61,450-$76,800, a family of 3, affordable housing opportunities are $290,250 vs. the Median Sales Price in Santa Fe of $618,500. With the level of assistance of $50,000, matching funds will still be required from either CDBG, SFCHT or HOPWA funds to finalize the purchases. In-kind resources include staff time when working with clients, meeting with community partners, and creating action plans to be able to better serve the needs in Santa Fe.

For example, if a client identifies a home priced at $450,000 (which is at the lower end of the current Santa Fe market) and receives an AHTF down payment assistance loan of $25,000, they will still need to secure an additional $425,000, typically through a first mortgage and their own savings—to complete the purchase. This $25,000 contribution represents a leverage ratio of approximately 1:17, meaning every $1 of AHTF funding leverages $17 in additional private investment.

The AHTF request will be used as a direct pass-through to income eligible clients. Currently the operational funds and help from the City of Santa Fe's Professional Services contract help defray the costs of staff time. The matching funds from clients are required to close the transaction and are already secured through other funding programs.

The SFCHT uses the HUD definition of affordable housing as homes where the occupant is paying no more than 30% of gross income for housing costs, including utilities. As a measure of gross income, it is meant to measure affordability for those at the median household income or below. As part of the intake process the staff obtains recent credit reports and works with the client to develop a budget. The budget is an important component of the one-on-one counseling session and is necessary so that the client and counselor can review the client's current spending patterns and create a spending plan that allows the client to take charge of their financial situation in both the short- and long-term. They also discuss the client's financial goals and develop an action plan for overcoming challenges, so the client can achieve their goals. Budgets allow both the client and counselor to clearly identify what the client's affordability is, determine how achievable their housing goal is, and identify if/where adjustments are needed.

The AMI is obtained by getting the household's annual income:

Adult 1 $960 per month x 12 months = $11,520
Adult 2 $15/hour x 40 hours/week x 52 weeks/year = $31,200

TOTAL $11,520 + $31,200 = $42,720

The staff uses an updated AMI table to find the percentage based on the household size.

The staff then calculates the debt ratio by dividing the total debt by total assets. A good ratio of below 30% is excellent and above 40% is critical and work needs to be completed.

The 3:1 ratio for the requested 900,000 will include a mix of public and private funding sources:

| | |
|---|---|
| CDBG | $216,000.00 |
| SFCHT Operating Funds for personnel services and benefits, homebuyer training fees, and other operating costs. | $80,000.00 |
| RCAC | $5,000.00 |
| SFCHT DPA Board Approved Funds | $500,000.00 |
| TOTAL | $801,000.00 |

**Readiness to Proceed**

The SFCHT's Down Payment Assistance (DPA) program is designed for immediate implementation upon receipt of AHTF funds. As an established, ongoing program with trained staff, operational infrastructure, and community partnerships already in place, the DPA initiative requires no startup period and can begin disbursing assistance as soon as funds are awarded.

The team currently administers similar programs funded by the New Mexico Mortgage Finance Authority (MFA), City and County partners, and private foundations. By leveraging this infrastructure, the SFCHT can deploy AHTF funds efficiently, equitably, and in compliance with all applicable regulations.

Estimated Timeline:

- Q4 2025 (immediately upon award):
  Program funds allocated internally; updated guidelines finalized to reflect AHTF source requirements; staff orientation and reporting systems updated.
- Q4 2025 – Q4 2026:
  Funds actively deployed on a rolling basis as income-qualified buyers complete housing counseling and become mortgage-ready. Applications will be reviewed and processed continuously to ensure funds are accessible in a timely manner to eligible households.
- By Q4 2026:
  All funds anticipated to be fully committed or disbursed. Final reporting submitted to City staff, including a summary of households assisted, affordability levels, and compliance documentation.

Throughout the implementation period, the SFCHT will track progress using the internal MPact Pro Case Management System and provide quarterly reports on households served, funding disbursement, and demographic outcomes. The SFCHT will also remain available for technical assistance, monitoring visits, or audits as required by the city.

Given the history of successful DPA program delivery and our deep relationships with lenders, realtors, and housing counselors across Santa Fe, this proposal represents a highly feasible, low-risk investment with immediate and measurable impact.

**Use of Funds**

The Housing Trust will use AHTF funds exclusively for direct down payment assistance to income-eligible homebuyers, ensuring that every dollar directly supports the creation of long-term affordable homeownership in Santa Fe. This strategy is well-aligned with AHTF's goals of increasing housing access, preventing displacement, and fostering economic stability for low- and moderate-income residents.

Each DPA award will be structured as a deferred, 0% interest soft-second mortgage with resale and/or recapture provisions, ensuring public funds are preserved and reinvested in the community over time. The assistance will be applied directly at closing to reduce the buyer's mortgage burden and eliminate the upfront barriers that prevent many families from purchasing a home, particularly first-generation and first-time buyers.

Eligible Uses of Funds:

- Down Payment and Closing Cost Assistance: AHTF funds will provide individual buyers with between $15,000 and $25,000 in assistance, depending on need and income level. These funds will be used specifically for down payments and allowable closing costs associated with the purchase of a primary residence within Santa Fe city limits.
- Affordability Targeting: All households assisted will earn no more than 120% of Area Median Income (AMI), and we will prioritize those below 80% AMI whenever possible. The amount of assistance will be scaled based on demonstrated financial need and the gap between the purchase price and the buyer's available mortgage capacity.
- Layering with Other Subsidies: Where applicable, AHTF-funded DPA will be combined with other financing sources such as MFA's FIRSTDown, HOMENow, and local lender support programs. This layered approach increases affordability and maximizes the reach and impact of AHTF dollars.
- Use Restrictions and Stewardship: All AHTF-funded DPA loans will include legal affordability protections such as resale restrictions or equity share agreements, ensuring long-term community benefit. In the event of a resale, funds will either be recaptured or reused for another eligible buyer, depending on the covenant terms.

No AHTF funds will be used for administrative or operational expenses unless explicitly permitted by the program guidelines. All financial transactions will be monitored, documented,

and reported in accordance with City requirements, with disbursements made directly to escrow agents to ensure proper allocation at closing.

# WORK PLAN

Santa Fe Community Housing Trust
Housing Counseling Work Plan
FY2024

## OVERVIEW

The Santa Fe Community Housing Trust (Housing Trust or SFCHT) was established in 1992 and by 1994 was engaged in providing an array of services to increase access to affordable housing. Over the past 31 years we have grown our capabilities to help our community. We now employ four different core activities that are synergistic to the common goal of accessible, affordable, and high-quality housing. However, home buyer education and financial assistance are still the core of our ongoing service to our community. Our four key activities are:

1. Housing Counseling and Education (including HECM, Homebuyer Training, Financial Literacy, and our unique Homeownership HOPWA program).
2. Lending (we make non-amortizing and amortizing loans to supplement down payment and affordable home ownership).
3. Multifamily Development (We have developed three apartment complexes under the Low-Income Housing Tax Credit (LIHTC) program. These LEED Platinum properties provide housing for the community's most vulnerable households including those who have transitioned from homelessness.
4. Single Family Development (We have built almost 507 homes as of January 2020 in our City providing affordable homeownership in an expensive housing market).

## TARGET COMMUNITY

The targeted community is low to moderate income households in the city of Santa Fe and area surrounding areas of Northern New Mexico to include Rio Arriba, San Miguel, Los Alamos, Taos, Espanola, and other smaller communities in between. For HOPWA clients, the targeted community will be statewide and if funding is available, the Albuquerque and surrounding areas will be included. As of 2024, Santa Fe has a population of 90,292 and is growing at a rate of 0.72% annually. The average household income is $95,734 with a poverty rate of 13.72% (www.worldpopulationreview.com). The median age is 44.5 years and is the oldest capital city in the country. Santa Fe currently has a problem with young adults leaving the city for elsewhere in the country, with few returning or coming to settle down. Residents aged 20 through 29 make up just 11% of the population whereas the national average is 14%-16% in Albuquerque.

We mainly seek to serve the portion of the community that is at or below 80% of Area Median Income (AMI). We also seek to help those designated as critical workers by the City of Santa Fe with up to an Area Median Income (AMI) of 150% (once approval of rate is completed). The aim is to reach out to all minorities. Currently, according to the most recent ACS, the racial composition of Santa Fe is:

- White: 68.22%
- Two or more races: 16.2%
- Other race: 10.54%
- Native American: 1.88%
- Asian: 1.71%
- Black or African American: 1.32%
- Native Hawaiian or Pacific Islander: 0.13%

A few other statistics for Santa Fe include:

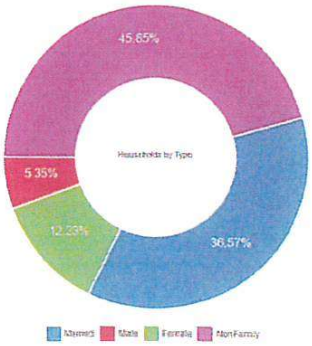
Santa Fe Renter vs Owner Occupied by Household Type

| Household Type | Count | Average Size | Owner | Renter |
|---|---|---|---|---|
| All | 39,311 | 2.19 | 64.3 | 35.7 |
| Non Family | 18,024 | 1.25 | 54.4 | 45.6 |
| Married | 14,377 | 2.9 | 78.4 | 21.6 |
| Female | 4,807 | 3.29 | 64.9 | 35.1 |
| Male | 2,103 | 2.84 | 52.2 | 47.8 |

2.9 Average Family Size

2.19 Average Household Size

64.3% Rate of Home Ownership




| Education Attained | Count | Percentage |
|---|---|---|
| Less Than 9th Grade | 3,376 | 5.2% |
| 9th to 12th Grade | 2,780 | 4.28% |
| High School Graduate | 12,968 | 19.97% |
| Some College | 12,385 | 19.07% |
| Associates Degree | 4,848 | 7.47% |
| Bachelors Degree | 13,948 | 21.48% |
| Graduate Degree | 14,628 | 22.53% |

CSV JSON

| Name | Average | Male | Female |
|---|---|---|---|
| Overall | $40,940 | $46,051 | $35,312 |
| Less Than 9th Grade | $24,445 | $29,905 | $20,454 |
| High School Graduate | $30,201 | $34,200 | $27,142 |
| Some College | $37,324 | $44,820 | $32,205 |
| Bachelors Degree | $49,981 | $54,341 | $44,488 |
| Graduate Degree | $69,435 | $80,386 | $62,603 |

$40,940 Average Earnings

$46,051 Average Male

$35,312 Average Female

| Name | Total | In Poverty | Poverty Rate |
|---|---|---|---|
| Hispanic | 45,891 | 7,791 | 16.98% |
| White | 34,701 | 3,313 | 9.55% |
| Multiple | 13,961 | 2,032 | 14.55% |
| Other | 9,133 | 1,930 | 21.13% |
| Black | 1,079 | 353 | 32.72% |
| Native | 1,517 | 217 | 14.3% |
| Islander | 113 | 71 | 62.83% |
| Asian | 1,366 | 25 | 1.83% |

4,482 Number of Veterans

4,231 Male Veterans

251 Female Veterans

CSV JSON

| War | Veterans |
|---|---|
| Vietnam | 2,171 |
| First Gulf War | 561 |
| Second Gulf War | 474 |
| Korea | 390 |
| World War II | 116 |

| Age Group | Veterans |
|---|---|
| 75+ | 1,709 |
| 65 to 74 | 1,265 |
| 55 to 64 | 771 |
| 35 to 54 | 625 |
| 18 to 34 | 112 |

CSV JSON

| Name | Median | Mean |
|---|---|---|
| Households | $67,663 | $95,734 |
| Families | $78,882 | $112,596 |
| Married Families | $97,888 | $135,485 |
| Non Families | $50,398 | $72,214 |

45.25% Born in Santa Fe

85.34% Native Born

14.66% Foreign Born

9.2% Non Citizen

5.46% Naturalized

**Place of Birth**

85.34% of Santa Fe residents were born in the United States, with 45.25% having been born in New Mexico. 9.2% of residents are not US citizens. Of those not born in the United States, the largest percentage are from Latin America.

The statistics highlight the affordable housing crisis in our target community. In addition to inaccessible housing for many, Santa Fe has areas of poverty reflected by the five Opportunity Zones in our City. Their Zone IDs are: 35049001304, 35049001302, 35049001202, 35049001103 and 35049001002. Our service may include other Zip codes in New Mexico under various circumstances such as when a HECM, HOPWA, or when other funding is available, client reaches out to us if they reside in another county.

Current Zip Code Affiliations:

| | | | |
|---|---|---|---|
| 87521 | 87525 | 87529 | 87501 |
| 87522 | 87526 | 87530 | |
| 87523 | 87527 | 87701 | |
| 87524 | 87528 | 87702 | |

New Zip Code Affiliations:

| | | | | | |
|---|---|---|---|---|---|
| 87505 | 87508 | 87535 | 87567 | 87503 | 87574 |
| 87506 | 87544 | 87540 | 87573 | 87502 | 87544 |
| 87507 | 87015 | 87010 | 87592 | 87504 | 87547 |
| 87532 | 87056 | 87578 | 87594 | 87509 | 87545 |

Goals to increase future counseling will include first responders, teachers, nurses, those 62 and older, single household families, those 20 through 30, and the AID/HIV community.

## COMMUNITY PARTNERSHIPS

The target audience is drawn from a variety of partnerships in the community. These community partnerships to collaborate with include:

| | | |
|---|---|---|
| Mortgage Finance Authority | Santa Fe County | City of Santa Fe |
| Rural Community Assistance Corporation | Neighborhood Works | Realtor's Association |
| YouthWorks | Own Board of Directors | Chamber of Commerce |
| Southwest Care | HIV/AIDS Organizations within the community | State of New Mexico Employees |
| Rio Rancho Chamber of Commerce | | |

## HOUSING NEEDS AND PROBLEMS

Santa Fe's severe and worsening housing shortage is evident in skyrocketing home sales prices and meager housing inventories. Santa Fe is considered Urban given the population is over 50,000 people.

Cost burden is a measure of housing affordability. Cost burdened households pay more than 30% of their income in housing costs and severely cost burdened households pay more than 50%. Cost burden for renters and homeowners, with renters tending to have much lower incomes than homeowners overall. New Mexico is home to a significant number of senior and disabled households who could benefit from new housing developments equipped to meet their unique needs.

Most renters are unable to afford to buy a median priced home due to both higher interest rates and not enough new single-family housing development. The overwhelming majority of homeowners can afford the home they live in, with many of those homes being older or manufactured homes.

The overall picture is that homeownership affordability has dramatically declined across the entirety of New Mexico in 2023 compared to previous years, largely due to the doubling of interest rates for mortgages in the past year, as well as home prices that have remained historically high due to limited housing stock for sale.

As is the case nationally, mental health conditions are present in New Mexico's homeless population. Severe mental illness can infringe on people's self-sufficiency and, consequently, contribute to the loss of one's home. Once homeless, securing treatment and therapeutic intervention can become an insurmountable challenge. Individuals experiencing homelessness who suffer from other chronic illnesses such as HIV/AIDS, often have difficulty getting the care they need.

Increased economic activity in Santa Fe has made rental housing and homeownership unaffordable for low-income residents. Shortages of quality affordable housing means that much of the workforce must commute from other cities such as Albuquerque and Espanola. For all these reasons, a high priority should be placed on building and rehabilitating affordable multifamily properties. Weatherization and energy-efficiency improvements are equally important, given low temperatures and the fact that many rural residents rely on propane—an expensive heating option— to heat their homes.

Homeownership programs, such as homebuyer counseling, down payment assistance programs and FHA loans can increase homeownership opportunities for low- and moderate-income households. The current AMI rate of 120% and 80% for HIV/AIDS clients have made it difficult for the Housing Trust to offer such services.

**DESCRIPTION OF HOUSING COUNSELING SERVICES**

**Homebuyer Training Classes** - The Housing Trust began when it launched the first homebuyer-training program in the region in 1992. Since its inception, this program has served more than 4,500 individuals. The Housing Trust provides homebuyer training classes monthly at no charge to clients. Special on-site training can also be requested. The Housing Trust utilizes industry professionals from the mortgage industry. The class is six-eight hours long and can be completed in a single Saturday session so that anyone working will be able to attend. Key topics include:

- Homebuyer rights per Federal law and local laws such as RESPA,
- Knowing when and where to purchase a house,
- The home buying process from start to finish,
- Issues that may arise during homeownership such as refinancing or default,
- How to understand the value of a home and the costs of home ownership,
- Final disposition of the home, including sale

The Housing Trust has been working to produce an online version of the training to be hosted on the website. A HUD approved form will be used to 'certify' attendees.
The HUD certified counseling staff attends relevant training and seminars to ensure they have the latest information and a depth of knowledge created by repetitive study. Information is accessible through varies intermediaries on various online platforms training.

**Financial Literacy Classes** – The Housing Trust conducts financial literacy classes which include budgeting and credit repair free of charge to the public. A partnership with the Civic Housing Authority has been established to conduct the training three times a year. In 2024, a youth component was added, and the Santa Fe Public Schools have reached out for assistance as well.

**Homeownership Counseling** – This is Housing Counseling related to homeownership and residential mortgage loans when provided in connection with HUD's Counseling Program or required by or provided in connection with HUD Programs.

**Process** - During an intake appointment, clients meet individually with one of our HUD-certified counselors who assess eligibility for special loan programs and affordable housing available through local inclusionary zoning programs and Housing Trust development activity. Housing Trust counselors collect the information needed for financial analysis and program certification including household size and income, credit history, housing expense history, current debt, and other obligations. At the end of the initial meeting, the client household leaves with a concise action plan and Family Monthly Budget providing the framework for their next steps toward homeownership. The Counselor spends approximately 1 ½ hours for the initial Intake and then follows up with households that are working to repair their credit or save funds for a down payment. Counseling is completely individualized. Depending

on the situation, the time span from intake to closing can be as short as one month or as long as two or more years. All housing counselors provide the following specific services:

- Analyze employment income, cash, credit, and debts in accordance with common lender underwriting guidelines. Discuss ways to save money and cut expenses.
- Assist in overall decision to purchase a home.
- Identify goals with deadlines to include issues that must be resolved.
- Determine special mortgage and assistance programs based on client eligibility.
- Help build a realistic and achievable budget that can lead to a home purchase and be sustained thereafter, including the ongoing cost of maintenance.
- Assist in resolving credit problems.
- Assist clients in understanding the value of a home and making the choice of the best home for their circumstances.
- Assist qualified clients in obtaining assistance through City and County inclusionary zoning and ordinances.
- Cover the value prospects of homeownership including the sale process.

Home Inspection is a critical element of the home buying process and our curriculum. Home inspections are covered in the third section of the homebuyer training curriculum "Process of Buying a Home" and this issue is covered at length during classroom instruction. In addition, counseling staff may help schedule home inspections and review completed inspection reports with prospective homebuyers, identifying major life safety issues and may assist with obtaining estimates for repair. Clients are provided with a copy of "For Your Protection: Get a Home Inspection" (HUD-92564-CN) and "Ten Questions to Ask Your Home Inspector" for existing homes at client intake and covered in our education classes. The counselors include a section on lead-based paint in our home buyer training classes that covers the disclosures and health risks it poses, especially for children. We provide a disclosure that summarizes the same information to our clients at intake. Our counselors can offer helpful hints on how to identify a home that could be pre-1978 making it the perfect candidate for having lead-based paint. Since so many of our clients are young families, we are careful to emphasize that topic.

Once a client arrives, they sign in with the receptionist then one of our HUD certified Housing Counselors meets with them privately in their office behind closed doors or in the conference room (if family members are in attendance) always ensuring privacy. Our Housing Counselors may also help clients over the phone, by email or going to their home (upon request) if that better meets the needs of the client. This flexibility allows us to make sure we can accommodate any clients.

Client files will be terminated based on HUD's seven outcomes when the client's issue is resolved, goal is met, or the following follow-up yields the need to terminate.

**Home Equity Conversion Mortgage Counseling (HECM)** – The Housing Trust provides HECM counseling. Our fees are waived for anyone below 80% AMI. This counseling is required before anyone can take a reverse mortgage on their home. We not only satisfy this requirement but with one-on-one counseling we can make sure that the client fully understands the risks and benefits of a reverse mortgage.

**Loss Mitigation/Delinquency Prevention (to commence 01/01/2025)** – Loss mitigation is a set of strategies employed by lenders to help borrowers avoid foreclosure and minimize the lender's loss on delinquent loans. The goal is to find a solution that keeps borrowers in their homes while ensuring the lender recovers as much of the owed funds as possible. Delinquency prevention specifically focuses on interventions before a loan becomes seriously delinquent, aiming to stabilize the borrower's financial situation early on. The Housing Trust would work with clients on the following:

1. **Early Intervention**
2. **Financial Counseling**
3. **Loan Modification and repayment plans, if applicable**
4. **Short Sale/Deed in Lieu of Foreclosure**

To effectively run the new loss mitigation delinquency prevention service, the Housing Trust will implement the following steps:

1. **Program Development**:
    - **Assessment**: Conduct a needs assessment to understand the specific challenges faced by the local community.
    - **Policy Creation**: Develop clear policies and procedures for loss mitigation and delinquency prevention.
2. **Staff Training**:
    - Train housing counselors and staff in loss mitigation strategies, financial counseling, and communication skills.
3. **Outreach and Education**:
    - **Public Awareness Campaigns**: Use local media, social media, and community events to inform residents about available services.
    - **Workshops and Seminars**: Offer educational sessions on financial literacy, budgeting, and the importance of early intervention.
4. **Client Engagement**:
    - **Early Contact**: Proactively reach out to at-risk borrowers to offer assistance before they miss payments.
    - **Personalized Counseling**: Provide one-on-one counseling sessions tailored to the individual's financial situation.
5. **Collaborations**:
    - Partner with local banks, credit unions, and community organizations to offer comprehensive support to borrowers.
    - Work with legal aid organizations to provide borrowers with legal advice if needed.
6. **Monitoring and Evaluation**:
    - Implement a tracking system to monitor the progress of clients in the program.
    - Conduct regular evaluations to assess the effectiveness of the intervention strategies and make necessary adjustments.

The Housing Trust can leverage several resources to support this initiative, including:

- **HUD Funding**: Apply for HUD grants specifically aimed at foreclosure prevention and housing counseling.
- **Community Partnerships**: Collaborate with local nonprofits, financial institutions, and government agencies to pool resources and expertise.

By implementing these strategies, the Housing Trust aims to reduce the incidence of foreclosures in the community, support homeowners in financial distress, and contribute to the overall stability and prosperity of the local housing market.

**OUTCOMES (IMPACT AND GOALS)**

Setting goals and identifying impacts for a housing counseling department in Santa Fe, NM, involves aligning with the unique needs and challenges of the community while striving to achieve positive outcomes for residents. Here are some goals and impacts for the Santa Fe Community Housing Trust. Data from HUD-9902 along with MPACT PRO (STARTING 10/1/24) are used.

**Increase Homeownership Rates:**

Goal: Increase the rate of homeownership among low- to moderate-income individuals and families in Santa Fe.

Impact: Empower residents to achieve homeownership through education, counseling, and assistance with down payment and closing cost programs, contributing to stable and vibrant neighborhoods.

Projections for the year will be reviewed using MPACT PRO (STARTING 10/1/24) data and discussed with the housing counselors. These numbers will be sent to the funding agencies, tracked, and reported quarterly.

**Attempt to Prevent Foreclosure and Housing Instability:**

Goal: Reduce the incidence of foreclosure and housing instability by providing foreclosure information on websites and through Social Media venues. Establish an aftercare training post purchase and budget maintaining.

Impact: Help residents facing financial challenges stay in their homes through information on loan modification, refinancing, budgeting assistance, and advocacy, preserving housing stability and preventing displacement.

**Financial Literacy and Empowerment:**

Goal: Improve financial literacy and empower residents to make informed housing and financial decisions for youth and senior populations.

Impact: Provide financial education workshops, one-on-one counseling, and credit counseling to help residents build savings, reduce debt, and improve financial stability, leading to long-term housing success.

**Fair Housing Education and Advocacy:**

Goal: Promote fair housing practices and combat housing discrimination in Santa Fe.

Impact: Educate residents about their fair housing rights, provide assistance to victims of housing discrimination, and advocate for policies and practices that promote fair and equitable access to housing for all residents.

**Address Housing Needs of Special Populations:**

Goal: Address the unique housing needs of special populations, such as HOPWA clients, veterans, seniors, individuals with disabilities, retirees, seniors 62 years of age and older, and survivors of domestic violence.

Impact: Provide specialized housing counseling and support services tailored to the needs of vulnerable populations, ensuring access to safe and affordable housing options and supportive services.

**Community Outreach and Engagement:**

Goal: Increase community awareness of available housing resources and services and promote participation in housing counseling programs. Work on a partnership with a lender or local hardware store to provide tips and information on maintaining the home.

Impact: Conduct outreach events, workshops, and community presentations to reach residents in need of housing assistance, build partnerships with local organizations and stakeholders, and increase program participation and utilization.

**Data Collection and Program Evaluation:**

Goal: Collect data and conduct program evaluation to measure the effectiveness and impact of housing counseling services in Santa Fe.

Impact: Use data to assess program outcomes, identify areas for improvement, and demonstrate the value of housing counseling in addressing housing needs and promoting community well-being.

By setting clear goals and identifying the potential impacts of housing counseling services, the Santa Fe Community Housing Trust, can work towards improving housing stability, increasing homeownership opportunities, promoting fair housing practices, and empowering residents to achieve their housing goals.

## KEY OPERATIONAL POLICIES

Key operational policies for a housing counseling department in Santa Fe, NM, should encompass a range of areas to ensure effective and efficient service delivery, adherence to regulatory requirements, and promotion of ethical standards. Here are some key operational policies that may be relevant:

**Intake** – The intake can be done by the Loan Processor.

**Homeownership Counseling** – The entire process of homeownership will be discussed and include:

- Decision to purchase a home.
- Selection and purchase of a home.
- Issue arising during or affect period of homeownership (financing, refinancing, default, foreclosure, and other financial decisions.
- Sale or disposition of a home.
- Grant requirements.
- Pre-purchase and Homebuying.
- Home Maintenance and Financial Management for Homeowners.
- Revolving and Preventing Mortgage Delinquency or Default.

- Reverse Mortgage Counseling (HECM).
- Home Inspection documents for Pre-Purchase/Homebuying.

Client receives the following documents upon intake: action plan, program disclosure form, affidavit, authorization and release to obtain personal credit information, authorization to release information, statement of understanding, fee schedule, lead based paint disclosure, privacy policy/confidentiality, sellers disclosure, CARS disclosure, our services, fair housing booklet, for your protection get a home inspection/10 questions for inspector, protect your family/lead based paint brochure, EPA HUD fact sheet and brochure, mortgage shopping referral sheet, radon disclosure sheet, referrals on community resources, instructions on alternative means for disabilities, and VAWA handout.

**Client Files** – Will contain the required data, certified Counselors Name and HUD ID #, File Number, Financial Analysis (not just the Budget), Activity Log/Counselor Notes, Action Plan, Follow Up, Pertinent Documents, Disclosure, Funder/Grant, and Termination.

**Record Keeping** - The Housing Trust employs rigorous quality control procedures. Every new client is entered and tracked on an ongoing basis in the MPact Pro (starting 10/1/24) client management system. The data online is password protected. MPACT PRO (STARTING 10/1/24) has integrated record keeping, information accessibility, and reporting capabilities. This system helps the Housing Trust maintain its files and records in accordance with HUD-approved guidelines and can automatically generate 9902 Reports. Counselors also maintain a hard copy file for clients that include the Counselor's name and HUD ID, a standardized intake packet with the original application form, client authorization forms, lead-based paint notifications, fair housing and other HUD required disclosures. This file also includes all initial income documentation and client work plan. All case files are maintained in manila folders with information fastened by retainers and kept in locked file cabinets. Files are organized into four sections (disclosures, income documentation, lending documents, and property documents). Checklists precede each section, and all files are reviewed regularly for completeness at the time of income certification and after closing. A Work Plan and financial analysis are developed with clients to help set clear goals and provide a road map for success in homeownership. It is completed jointly with the Housing Trust counselor and is initialed and dated by the client and the counselor. Copies are given to the client and originals are retained in the file. These forms are part of the intake package and comments pertaining to them are noted in the electronic Client Log. If some reason a sustainable financial analysis cannot be developed that is noted in MPACT PRO (STARTING 10/1/24). Counselors make follow up calls (noted in MPACT PRO (STARTING 10/1/24)) to assess progress within 30 days (or as noted in action plan). Clients are notified by e-mail and/or by phone if they have been inactive or unresponsive for 60 days, acknowledging their suspension as an active client. All records are kept for a minimum of three years after final payment. If there has not been contact within the 90-day period, the Housing Trust will not bill or count that client as an active file.

**Confidentiality and Conflict of Interest –** The Housing Trust maintains open client records on site in locked cabinets. We also employ an IT company to ensure the computer systems are using the best and latest security software and firewalls. The Housing Trust also makes every effort to ensure that no conflicts of interest arise through its housing counseling and training programs. This is achieved through

written conflict policies in the Board Manual, staff training and a multi-level review of client transactions by clerical staff, and our Loan Committee. These policies ensure that no "person of trust" has any direct interest in the transactions undertaken by prospective homebuyers or receives any form of compensation for the referral of services to any related real estate field. If a conflict were identified, it would be reported to HUD within 15 days along with a description of the corrective actions taken.

We also safeguard that our Housing Counselors are strictly focused on the best interests of their clients. We do not allow our Housing Counselors to advocate for, show or otherwise endorse or try to sell homes that we develop. We will include homes that we develop on a list of available affordable homes to our clients. This list is mostly comprised of homes built by other developers under Santa Fe's inclusionary zoning ordinances. Furthermore, we are an agent of the City of Santa Fe under these ordinances, and we are contractually obligated to allow equal access to all affordable homes.

**Fee Structure** – Our fee structure is included in the disclosures packet clients receive to sign as well as being posted in our reception area visible upon arrival, on our websites and on the applications. We charge fees for various services provided by the Housing Trust. Some fees are automatically waived such as our HECM Counseling Fee for those at or below 80% AMI. Other fees may be waived at the discretion of management if the fee is a hardship for the client. To have a fee waived the client must make a written request to their Housing Counselor who in turn will present the request to management. Our fees are as follows:

- Financial Literacy Workshops: Free
- Homebuyer Education Workshops: Free
- Pre-purchase Counseling: Free
- Foreclosure Prevention Counseling: Free
- Credit Reports: This cost is the same as our cost to procure the report from Credco
- HECM Counseling: $125.00 but waived may be for clients at or below 80% AMI.
- Closing Fee: $500.00 charged only to clients who purchase a home after completing Homebuyer Pre-purchase Counseling and Homebuyer Education Workshop
- Subordination Fee: $200
- Payoff Fee: $200

**Limited English Proficiency (LEP)** – Most of our clients who have limited English proficiency are Spanish speakers. We have HUD-certified Housing Counselors and admin staff who are fluent in Spanish so we are able to address that challenge easily. Our marketing materials, applications and disclosures are available in Spanish. We address other language barriers with translators from www.santa-fe-translator.com or with a translator prechosen by the client.

**Accommodation of Disabilities** – If a client requests special accommodation for a disability, the Housing Trust will accommodate as required. SFCHT has specific accommodations for the following needs and meets additional ones as the situation requires:

- Vision and hearing impaired.
- Accessibility limitations, for example meeting via phone or Zoom call.
- Our counselors are available to meet clients at the client's home.

If we are unable to mutually agree upon an alternate setting or format we will refer the client to another HUD-approved HC agency. The Housing Trust will confirm there is a HUD Certified Counselor on staff to make the appropriate accommodation. All written documentation can be accessed on our website or be sent as requested. Community resource listings are available on our website as well.

**Client Follow-up** – Through MPACT PRO (STARTING 10/1/24) reports we can track whether the counselors are reaching out to low activity clients at least every 60 days. When a client has become inactive after 90 days, we attempt to contact them by mail, phone, and email to notify them of their status two times. If we can make contact our Housing Counselors will try to determine the issue and work with them to resolve any issues. The Housing Counselor then updates that household's file in MPact Pro (starting 10/1/24), so we have accurate information on their outcome. If there is no client response to our contact efforts or they inform us they are not interested in continuing, we will request contact no later than 30 days from the date of the letter, suspend the file in MPact Pro (starting 10/1/24), the file will be scanned to the Restricted H drive, and the agency will not bill or count as active.

**Service Delivery Standards** – Each staff member will always be professional, responsive, and provide a quality of service for each client. All ethical standards and a code of conduct are kept on file which emphasizes integrity, honesty, and professionalism in all interactions with clients, colleagues, and stakeholders.

Compliance with Regulatory Requirements – Each staff member will ensure compliance with applicable federal, state, and local regulations governing housing counseling programs, such as HUD guidelines, fair housing laws, and data privacy regulations.

**Training** – Each staff member will be responsible for attending housing counseling training and keep up to date on continued education courses to maintain the certification status to demonstrate expertise and commitment to excellence in housing counseling. Training and professional development opportunities will enhance their knowledge, skills, and competencies in housing counseling, regulatory compliance, cultural competency, and ethical practice.

**Quality Assurance and Continuous Improvement** – quality assurance measures will be used to monitor and evaluate the effectiveness of housing counseling services, including client satisfaction surveys, case file audits, and program evaluations. The Santa Fe Community Housing Trust will use feedback from clients, stakeholders, and staff to identify areas for improvement and implement corrective actions as needed.

**Complaints and Grievance Resolution** – Client complaints, grievances, and disputes in a fair and timely manner. Clients can provide information to the Director of Operations or Senior Housing Counselor to voicing concerns, escalating issues, and seeking resolution through mediation or other dispute resolution mechanisms.

**Supervisory Monitoring and Oversight** – The Housing Trust's Senior Housing Counselor along with approval from the Director of Operations will include the following to ensure compliance with HUD regulations and reporting requirements.

- Senior Housing Counselor will be responsible to oversee daily operations, providing guidance, and ensuring compliance with policies. Assurance that all housing counselors complete the initial training and certifications as required by HUD. Recommend regular training sessions to keep staff updated on the latest housing counseling techniques, regulations, and industry best practices and develop individual plans for each counselor to address skill gaps and promote career growth.
- Director of Operations will be responsible to work with the Senior Housing Counselor to ensure detailed procedures for all counseling activities, including client intake, counseling sessions, documentation, and follow up.
- Audits will be conducted prior to any loan committee meetings on all client files to review documentation, accuracy in calculations, financial assistance, etc.
- Case reviews will be conducted quarterly utilizing the section 1-4 checklists to focus on accuracy, compliance, and counseling effectiveness. Two signatures along with the initial reviewer will be required.
- All quarterly reports will be reviewed with housing counseling staff to discuss key performance indicators (i.e. number of clients served, outcomes, education, training). A review of monthly percent of counselor client files will also be discussed.
- All deficiencies will be provided to senior management and include prompt effective corrective measures. All information is documented and saved in the shared drive.
- Weekly staff meetings will be held to discuss departmental updates, address issues, and share best practices. Other various communication channels will be used for ongoing communication.

MARKETING AND OUTREACH

Marketing and outreach efforts should aim to raise awareness of available services, reach target populations in need of assistance, and promote engagement with the community. Here are some examples of marketing and outreach strategies.

We market to our target group in numerous ways. A core marketing activity is the use of social media via Facebook and TikTok. We place physical signage in key locations such as new affordable developments. We also place advertisements in local publications. Our application (English and Spanish) is available online along with instructions on how the applicant builds their intake package. Our website also switches to Spanish using a tab. Perhaps the most important aspect of our outreach is our participation in local and community events such as housing and business fairs. Our Housing Counselors conduct classes and outreach activities at affordable apartments in the community as well as partner with local credit unions to participate in Student Fairs.

We network with several non-profits like Habitat for Humanity to better serve the individualistic needs of some of our clientele where there are needs, we do not address such as home repair loans.

**Community Workshops and Events:**

Host educational workshops, seminars, and community events on topics such as homeownership readiness, foreclosure prevention, budgeting and financial management, and fair housing rights.

Partner with local organizations, community centers, libraries, and faith-based institutions to co-host events and reach diverse audiences.

**Multilingual Materials and Resources:**

Develop marketing materials, brochures, and informational resources in multiple languages to ensure accessibility for non-English-speaking residents, including Spanish-language materials for the Hispanic community in Santa Fe.

Translate website content, social media posts, and promotional materials to reach a broader audience and promote inclusivity.

**Digital Marketing and Social Media:**

Maintain an active presence on social media platforms such as Facebook, Twitter, and Instagram to share updates, housing tips, success stories, and event announcements.

Use targeted online advertising campaigns to reach specific demographics or geographic areas within Santa Fe and drive traffic to the housing counseling department's website or contact information.

**Local Media Outreach:**

Reach out to local newspapers, radio stations, and television networks to share press releases, feature stories, and public service announcements about housing counseling services, upcoming events, and success stories.

Cultivate relationships with journalists and media outlets to secure coverage of housing-related issues and raise awareness of available resources.

**Collaboration with Community Partners:**

Forge partnerships with local government agencies, nonprofit organizations, real estate professionals, lenders, and housing developers to leverage their networks and resources for outreach efforts. The Housing Trust will confirm a HUD Certified Counselor is on staff.

Participate in community coalitions, task forces, and advisory boards focused on housing affordability, homelessness prevention, and fair housing advocacy to amplify outreach efforts and coordinate service delivery.

**Direct Mail and Email Campaigns:**

Develop targeted direct mail campaigns to distribute informational flyers, postcards, and newsletters to residents in underserved neighborhoods or areas with high rates of housing instability.

Build an email subscriber list and send regular newsletters, updates, and resources to subscribers highlighting housing counseling services, upcoming events, and relevant housing-related news.

**Mobile Outreach and Pop-Up Events:**

Conduct mobile outreach efforts by setting up information booths, tents, or mobile units at community events, farmers' markets, fairs, and public gatherings to engage with residents and provide on-the-spot assistance.

Organize pop-up counseling sessions or office hours at convenient locations throughout Santa Fe, such as libraries, community centers, or neighborhood hubs, to meet residents where they are and increase accessibility to services.

**Referral Networks and Word-of-Mouth:**

Build strong referral networks with local service providers, housing agencies, social service organizations, and healthcare providers to receive referrals and recommendations for housing counseling services. The Housing Trust will confirm a HUD Certified Counselor is on staff.

Encourage satisfied clients to share their experiences and refer friends, family members, and colleagues in need of housing assistance, leveraging word-of-mouth marketing to expand outreach efforts organically.

**AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)**

The Housing Trust takes measures across all its activities, not just Housing Counseling, to meet our duty to Affirmatively Further Fair Housing. Our Counselors and homebuyer education classes emphasize the rights of all protected classes during the homebuying process. We have educational materials and resources for renters although we do not counsel them.

Our staff attends Fair Housing Workshops and seminars as provided by HUD, the New Mexico Mortgage Finance Authority, or the City of Santa Fe on an ongoing basis. Continuous engagement in Fair Housing training ensures that our staff has the latest information and a depth of knowledge created by repetitive study.

We have reviewed the City of Santa Fe's 2023-2028 Consolidated Plan and Analysis of Impediments.

Our anticipated outcomes are households that receive one-on-one counseling also receive.

- education services
- information on fair housing, fair lending and or accessibility rights
- a customized budget
- access to resources to help improve their housing situation such as down payment assistance or utility and rental assistance.
- access to non-housing resources such as social service programs, legal services and or public benefits.
- ability to purchase their first home.

**Information Retention**

The HUD HC Files, financial records and supporting documentation are retained for a minimum of three years after the final draw. We have them saved digitally in password restricted folders and current clients locked in file cabinets.

**QUALITY CONTROL**

**EMERGENCY RESPONSE AND BUSINESS CONTINUITY**

We have a comprehensive emergency response plan that addresses our activities in addition to our Housing Counseling role.

**Cloud Based Server Backup**

Our server and all our electronic files are backed up on the cloud. This will prevent the loss of our data and important records and databases.

**Remote Access and Communication**

All employees have remote access to their desk computers via a Virtual Private Network. This allows all employees to continue to function remotely in the event of a disaster. We have set conference lines and are using virtual meeting software so we can function as a team if forced to work remotely.

**Staff and Capacity**

1. Ronald Chavez – Senior Housing Counselor, HECM
2. Yvonne Madrid – Housing Counselor, HOPWA
3. Andrea Gerber – Housing Counselor, HECM in training
4. Cynthia Webb – Housing Counselor, Community/Networking organizer
5. Laura Lucero – Loan Processor, Portfol Administrator

**Qualifying Criteria**

Non-Profit Status
Good standing with the Secretary of State
No Fair Housing or Civil Rights Violations
HUD Approved Housing Counseling Agency
Conflict of Interest Procedures
Policy for Ineligible Participants
Work Plan
Certification Requirements to include: Financial Management, Housing Affordability, Homeownership and Tenancy, Avoiding Foreclosure, Property Maintenance, Fair Housing
Stay up to date with industry standards for housing counseling and complete all HUD required training

Approved By:

| | | |
|---|---|---|
| Angela Peinado | Director of operations | 9/17/24 |
| Angela Peinado Signature | Title | Date |
| | CEO | 9/17/24 |
| Roman Abeyta Signature | Title | Date |

RCAC Reviewed 7/24/24

## Angela Peinado

**rom:** Yanetta, Benjamin T <Benjamin.T.Yanetta@hud.gov>
**Sent:** Wednesday, September 18, 2024 9:23 AM
**To:** Yvette Quesada; Angela Peinado
**Cc:** Housing Counseling External Email
**Subject:** RE: <External Message> Santa Fe - Workplan updated with new CMS

Hi Yvette and Angela,

I just reviewed your revised work plan and just wanted to say that this is an exceptionally well written document. I would recommend sharing this with others within RCAC's network as an example of how to make the document compliant but also specific to the agency's actual activity and goals. Very well done!

Thank you,

**Ben Yanetta**
Housing Program Specialist
Benjamin.t.yanetta@hud.gov

**From:** Yvette Quesada <yvette.quesada@rcac.org>
**Sent:** Tuesday, September 17, 2024 3:10 PM
**To:** Yanetta, Benjamin T <Benjamin.T.Yanetta@hud.gov>
**Cc:** Housing Counseling External Email <housing.counseling@rcac.org>
**ıbject:** <External Message> Santa Fe - Workplan updated with new CMS
**ımportance:** High

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have concerns about the content of the email, please send it to phishing@hud.gov or click the Report Phishing Button on the Outlook ribbon or Phishing option within OWA.

Hi Ben,

Santa Fe updated their workplan to reflect their new CMS as of 10/1/2024.

Thank you,

**Yvette Quesada**

**RCAC | HOUSING**

ıusing Counseling Program Manager I California

(951) 401-1316

## Angela Peinado

**rom:** Yvette Quesada <yvette.quesada@rcac.org>
**Sent:** Tuesday, August 6, 2024 2:37 PM
**To:** Angela Peinado
**Cc:** Housing Counseling External Email
**Subject:** HUD approved the workplan
**Attachments:** 2024 HUD WorkPlan - HUD approved 8.2.24.pdf

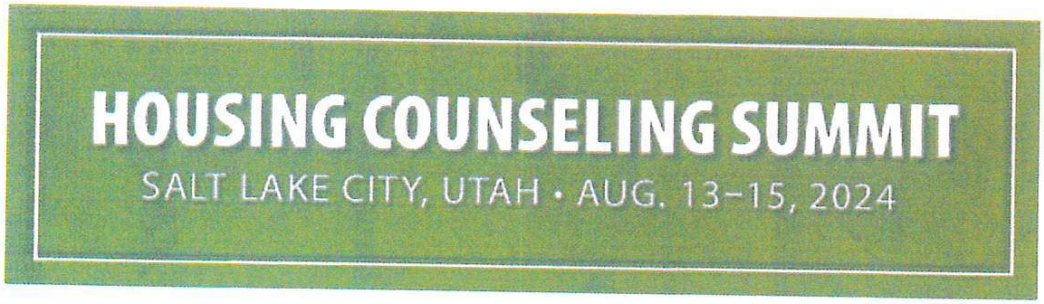
Hi Angela,

Just wanted to let you know that HUD approved the workplan submitted - please use the attached copy going forward.

With Gratitude,

Yvette Quesada
RCAC | HOUSING
Housing Counseling Program Manager I California
(951) 401-1316
yvette.quesada@rcac.org
www.rcac.org
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RCAC is an equal opportunity provider, employer and lender

*Join our HC Trainings list for updates on upcoming trainings*
*Join our HC Newsletter list to receive other important housing announcements*



# STAFF RESUMES

D

# ROMAN "TIGER" ABEYTA

4325 Camino Lila, Santa Fe, New Mexico, 87507, Phone: 505-919-9722 or 505-470-2224, Email: tigerabeyta@gmail.com

## MANAGEMENT

- **Extensive background in Government and Non-Profit Sectors**, including experience in Land Use Planning, Human Resources, Budget, Bookkeeping, Finance, Public Relations, Fund Development, and Grant Writing.
- **Extensive Background in Management**, strategic planning, policy development, execution, leadership, superior creative problem solving, and motivational speaking.
- **Certified Senior Professional in Human Resources (SPHR)** offering a 20-year career distinguished by commended performance and proven results.

### Skills

| | | |
|---|---|---|
| *Fund Development* | *Community Organizing* | *Strategic Planning* |
| *Public Speaking* | *Employee Relations* | *Training & Development* |
| *Media Relations* | *Organizational Development* | *Land Use* |
| *Crisis Management* | *Project Management* | *Board Development* |

## PROFESSIONAL EXPERIENCE

### SANTA FE COMMUNITY HOUSING TRUST
NON-PROFIT HOUSING ORGANIZATION

**EXECUTIVE DIRECTOR**, NOVEMBER 2022 TO PRESENT

Manages the development and implementation of a strategic affordable housing advocacy program. Leads and directs staff and contractors in the development of HUD programs, loan programs, program management, grant writing, public relations, and communication activities. Manages the financial resources in a cost-effective manner, including developing and meeting budgets, developing and implementing strategic plans, HUD compliance, and affordable housing and affordable loans available to the community.

### BOYS AND GIRLS CLUBS OF SANTA FE/ DEL NORTE
NON-PROFIT YOUTH SERVING ORGANIZATION

**CHIEF PROFESSIONAL OFFICER**, JUNE 2011 TO NOVEMBER 2022

Responsible for providing leadership and direction in overseeing strategic planning and operation of the organization, in support of organizational mission and goals. Provides leadership, direction and support to the board of directors in developing organizational goals, attaining, allocating and managing resources, and establishing policies. Provides leadership and direction to staff management and partnership development in carrying out the key roles.

### CITY OF SANTA FE

**CITY COUNCIL, DISTRICT 3**, MARCH 2018 TO DECEMBER 2021

Acts with the entire city council to formulate policies and works to conduct policy concerning the current state of the city, and the future of the city as well. Participates in City Council meetings. Serves as the Chairman of the City's Finance Committee, serves on the Santa Fe Solid Waste Management Agency, and City Public Works and Land Use Committee.

**SANTA FE COUNTY — Santa Fe, NM**
*Local Government employing 900 professionals.*

**County Manager**, October 2006 to July 2010

Oversee daily operations, services and activities of the County organization. Prepare and administers a $200 Million annual operating budget. Responsible for all Human Resources actions of approximately 900 County Employees. Has final authority on employee grievances, disciplinary actions, and labor agreement interpretations. Provide direct oversight of County Human Resources Department. Develop and conduct employee trainings in the areas of customer service, middle management, and leadership. Inform Board of County Commissioners of the financial status, major projects, programs and issues. Develop and implement County goals, objectives, policies, and priorities. Meets with management staff to identify and resolve problems, evaluate, assess, assign, and monitor workloads. Provide administrative support systems and internal reporting relationships. Coordinate with elected officials to provide highly responsible and complex administrative support to the County Commission. Represent the County to the Governor of the State of New Mexico, the State of New Mexico Legislature and New Mexico's Federal Congressmen and Senators. Coordinate County activities with those of other counties, cities, and tribal entities and the State of New Mexico. Explain, justify, and defend County programs, policies and activities to the general public and the media.

***Key Results:***

- Created and implemented first ever County Strategic Plan.
- Reorganized Santa Fe County into 4 structured departments from 11 departments to address significant organizational growth and achieve operational efficiencies.
- Negotiated and implemented Regional Transportation Tax for the City and County of Santa Fe to fund the North Central Regional Transit District
- Negotiated and implemented salary increases for Public Safety staff – Sheriff's Deputies, Correctional Officers, and Fire Department.
- Made substantial improvements in the operations of the Santa Fe County Jail. Santa Fe County was under a CRIPA investigation by the Federal Department of Justice (DOJ) due to unconstitutional conditions of confinement. In December 2009 DOJ closed the investigation and issued a statement of compliance.
- Created County Public Information Office.
- Partnered with Santa Fe League of Women Voters and conducted a transparency audit.

**CITY OF SANTA FE — Santa Fe, NM**
*Local Government employing 1600 professionals.*

**Deputy City Manager** *May 2006 to September 2006*

Assist City Manager with the oversight of the operations, services and activities of the City organization with 1600 employees and an annual operating budget of $400 million dollars. Independently plan and perform work assignments provided by the City Manager. Serve as City representative in various projects, committees, and programs involving interaction with other governmental jurisdictions. Serve as Human Resources Director with a staff of fifteen. Serve as Chief Negotiator for management regarding collective bargaining agreements with AFSCME, Fire and Police unions using both traditional bargaining techniques and interest based bargaining techniques. Conduct employee pre-disciplinary hearings. Served as Director of Permits and Enforcement for the City Planning and Land Use Department. Streamlined Building Permit application review and approval process. Assisted with the planning and implementation of a department wide re-organization. Represent City Manager at meetings. Provide direct supervision and oversight of eight City Department Directors.

***Key Results:***

- Served as Chief Negotiator for management and successfully negotiated salary increases for city staff.

- Researched, prepared and presented property tax increase to City Council for purposes of funding salary increases for Police Officers and pay for new fire fighter equipment. City Council approved property tax increase.

**SANTA FE COUNTY — Santa Fe, NM**
*Local Government employing 900 professionals.*

**Deputy County Manager** *March 2004 to April 2006*

*Responsible for oversight of the day to day operations, services and activities of the County organization. Provide direct supervision and oversight of all eleven County Department Directors. Provide direct oversight of Human Resources Department with a staff of twelve. Serve as Chief Negotiator for management to negotiate collective bargaining agreements with AFSCME, Firefighters, and Police unions. Conduct employee pre-disciplinary hearings. Independently plan and perform work assignments provided by the County Manager. Serve as County representative in various projects, committees, and programs involving interaction with other governmental jurisdictions. Attend meetings with the County Manager and represented the County Manager at meetings during his absence. Served as the interim*

***Key Results:***

- Participated in the development and adoption of the City and County of Santa Fe Regional Land Use Plan which includes water, wastewater, transportation, and economic development elements.
- Participated in the review of proposals to award the design contract for the New Mexico Rail Runner.
- Introduced Interest Based Bargaining to Santa Fe County management and collective bargaining unions.
- Served as interim County Finance Director for twelve months with direct supervision of a staff of thirty employees. Developed, presented, and implemented a $200 million dollar annual operating budget.

**Planning and Land Use Director** June 2002 to February 2004

Manage the County's Planning and Land Use Department which includes the direct oversight of a staff of forty employees and the preparation and maintenance of the department budget. Coordinate with federal, state and local government entities on matter of regulation and long term planning which includes, urban, community and transportation planning. Oversee the preparation, adoption, implementation and enforcement of land use rules, policies, resolutions, ordinances, and plans. Work with boards and committees. Work with the public and private entities to ensure county code compliance.

**Planning and Land Use Department** (Various Roles) February 1991 to May 2002

Worked in the Planning and Land Use Department in building permit review, small lot subdivision review, and development review which included reviewing subdivision and zoning applications for compliance with the Santa Fe County Code and Extraterritorial Zoning Ordinance. Prepared and presented application to zoning boards and commissions.

## Education & Certifications

**SANTA FE COMMUNITY COLLEGE — Santa Fe, NM**
January 2011 (31 Semester Hours Completed)

**HR Designations**:

- SPHR (Senior Professional in Human Resources), 2010-2013

**ANGELA MARIE PEINADO, PHD**

2738 La Silla Dorada | Santa Fe, New Mexico 87505 | (505) 412-2888 | a_peinado@msn.com

## PROFESSIONAL SUMMARY

Highly motivated manager with extensive fiscal, program, human resources, and grant management experience.

## SKILLS

Federal and State Grant Management and Reporting
Accounts Receivables and Payables
Budget Preparation and Financial Reporting
Fixed Asset and Payroll Management
Detail Oriented and Excellent Time Management
Human Resource Management
Contract and Procurement Management
Proficient in Quicken, QuickBooks, and Excel
Program and Project Management
SHARE Experience
Policy and Procedure Development
Legislative Experience

## EXPERIENCE

- Business Operations Manager for the Santa Fe Community Housing Trust; 1111 Agua Fria Street in Santa Fe, New Mexico 87501 (505) 989.3960; Roman Abeyta; December 2022 to Current.
  Responsible for all accounting functions, human resources, grant management and reporting, procurement, audit reporting, management of staff, program management, housing counselor coordination, and organizational improvements.
- Staff Manager for Human Services Department; 1464 Rodeo Road in Santa Fe, New Mexico 87505. Carolee Graham.
  Responsible for preparing, reviewing, and submitting federal and state grant reports within strict timelines for the Medicaid program; coordinating program improvements with other stakeholders, and conducting research and reconciliations for process improvements.
- Fiscal Grants Analysist for the Public Education Department; Jerry Apodoca Building in Santa Fe, New Mexico 87501.
  Responsible for SHARE reporting on federal and state grant invoices for schools statewide; prepared journal entries and reconciliations as well as budget reporting and capital outlay payments.
- Treasurer for the Village of Pecos; PO Box 337 in Pecos, New Mexico 87552.
  Responsible for Department of Finance reporting on all fiscal matters; capital outlay and fixed asset reporting; budget preparation and management; legislative bills and presentations; board meeting preparation, management of personnel, and overseeing all policies and procedures for the Village.
- Senior Statewide Program Manager for the Administrative Office of the Courts; 237 Don Gaspar in Santa Fe, New Mexico, 87501.
  Responsible for developing children's court and drug court statewide initiatives; process improvements, procedures, fiscal grant management, and training initiatives. Collaboration through statewide District Courts, Magistrate Courts, and Supreme Court personnel. Also served as Deputy Court Administrator for the First Judicial District Court in Santa Fe, New Mexico prior to working with the Administrative Office of the Courts in which in charge of court process and procedures, fiscal management, and special program manager for court projects.

## EDUCATION

- University of Phoenix in Phoenix, Arizona. Doctorate in Business Administration (DBA). April 2013. *Published Dissertation on Drug Court Coordinators Personality and Communication Styles.*
- University of Phoenix in Albuquerque, New Mexico, master's in business administration (MBA). January 2004.
- Eastern New Mexico University in Portales, New Mexico, Bachelor of Science (BS) received in May 1993.

## REFERENCES

Louise Baca-Sena; Former Supervisor and Director at the Administrative Office of the Courts; (505) 470-6328

Theresa Vaisa; Principal; (505) 670-0857

Judge Monica Zamora; Committee Head and Judge; (505) 263-6709

**Ronald J Chavez**
Homebuyer Services (Full Time Position)
Santa Fe Community Housing Trust

**Duties at the Housing Trust:**

- Outreach to builders, realtors, mortgage lenders, and prospective homebuyers.
- Implementation of homebuyer assistance programs in compliance with internal policies and Grant funding requirements. This includes sales of discounted homes and establishing client qualifications for grant awards assistance and related activities.
- Train and educate first-time homebuyers in credit repair when necessary.
- Counseling at-risk homeowners in Mortgage Default Prevention.
- Teaching the home buyer training class to small and large groups (includes Spanish classes).
- HUD Certified Counselor.
- HUD Certified HECM Counselor.
- Bilingual.

**Prior Work Experience**
2004-Present Homebuyer Services Coordinator - Santa Fe Community Housing Trust
2001-2004 Homebuyer Counselor - Homewise, Inc.
1998-1999 Executive Personnel Analyst - State of New Mexico Personnel
1991-1998 Branch Manager - Norwest Financial

**Education**

B.BA, Loyola Marymount University, 1990
Graduate, St. Michael's High School, 1986

# Yvonne Madrid

Santa Fe, NM 87505
vonimad@icloud.com
505-316-2431


Work Experience

The Housing Trust

Hud Certified Housing Counselor

September 2021-Present

Provide one on one counseling and interview clients with respect to their overall financial situation as it relates to home ownership. Help with budgeting, debt reduction, credit rebuilding and education. Facilitate Home Buyer Education Class. Create a plan for all clients and ensure completion of a client's file per organizational and HUD guidelines. Adhere to all guidelines related to the confidentiality of client records and information and requirements per the HUD Housing Counseling Handbook and National Industry Standards for Homebuyer Education and Counseling. Proactively manage workload, calendar and client appointments to help meet the goals of the organization and serve the client effectively. Conduct community outreach to meet program goals.

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Front Desk Receptionist

Inn On the Alameda

March 2021-September 2021

Greet, register and make room assignments for Hotel Guests. Issue keys to guests and handle cash and credit card transactions. Respond to telephone inquiries in prompt and courteous manner and record and update room reservations as required. Enter reservations reservation forms, and group booking information in an accurate and timely manner. Assist with luggage or room deliveries as necessary.

Respond to guest requests for information and hotel services, entertainment and local travel. Make dinner reservations and other arrangements for guests.

Perform problem solving as needed.

### Property Manager/Vacation Rentals

Casas de Santa Fe

October 2013 to Present

Prepare homes for guest arrival to include, cleanliness, checking for proper operation of televisions, internet etc. Troubleshoot for any maintenance issues.

Interact with owners regarding the maintenance of their homes and keep the level of standards in comparison to a 5 Star Hotel. On call 24/7. Answer emergency phone after hours and respond accordingly. Interact with various vendors-housekeeping, electricians, plumbers, handymen and coordinate any maintenance with guests and owners. Prepare all key envelopes for guest arrival. Maintain inventory of all amenities for homes, linens and minor supplies (light bulbs, paper products, cleaning products etc. Maintain accurate key inventory for all homes.

### Escrow Assistant

Fidelity National Title

February 2011 to August 2013

Assist Escrow officer in real estate escrow transactions by determining requirements; clearing titles; assembling, preparing, and reviewing closing documents; disbursing funds. Determine escrow requirements by studying and clarifying buyer, seller, and lender instructions. Obtain clear title by ordering title reports; resolving title defects; satisfying existing liens and encumbrances against property or principals.
Establish escrow account by depositing funds; maintaining records.
Prepare transaction documents by completing forms and statements; collecting and reviewing existing documents.
Complete calculations by prorating taxes and interest.
Complete closing by recording and filing documents; preparing and distributing final closing statements and title. Prepare HUD by utilizing lender instructions. Closes escrow account by balancing and disbursing funds.

### Management Analyst

The State of New Mexico

November 2008 to February 2011

Determine and compile an inventory of right of way that is owned by the State of New Mexico. Analyze legal conveyance documents and determine validity. Gather data and enter into a central data base using micro film, right of way maps and other computer programs used by the State of New Mexico.

### Escrow Assistant

Stewart Santa Fe Abstract

June 2008 to August 2008

Assist Escrow officer in real estate escrow transactions by determining requirements; clearing titles; assembling, preparing, and reviewing closing documents; disbursing funds. Determine escrow requirements by studying and clarifying buyer, seller, and lender instructions. Obtain clear title by ordering title reports; resolving title defects; satisfying existing liens and encumbrances against property or principals.
Establish escrow account by depositing funds; maintaining records.
Prepare transaction documents by completing forms and statements; collecting and reviewing existing documents.

Complete calculations by prorating taxes and interest.
Complete closing by recording and filing documents; preparing and distributing final closing statements and title. Prepare HUD by utilizing lender instructions. Closes escrow account by balancing and disbursing fund

### Escrow Assistant

Southwestern Title & Escrow
April 2007 to June 2008

Assist Escrow officer in real estate escrow transactions by determining requirements; clearing titles; assembling, preparing, and reviewing closing documents; disbursing funds. Determine escrow requirements by studying and clarifying buyer, seller, and lender instructions. Obtain clear title by ordering title reports; resolving title defects; satisfying existing liens and encumbrances against property or principals.
Establish escrow account by depositing funds; maintaining records.
Prepare transaction documents by completing forms and statements; collecting and reviewing existing documents.
Complete calculations by prorating taxes and interest.
Complete closing by recording and filing documents; preparing and distributing final closing statements and title. Prepare HUD by utilizing lender instructions. Closes escrow account by balancing and disbursing funds.

### Mortgage Loan Processor, Assistant to Senior Loan Officer

The Watkins Group
August 2004 to April 2006

Responsible for assisting loan officers in gathering, analyzing, and submitting loan files from potential borrowers to various lenders for approval. Follow up on files submitted
and meet any additional conditions required by lender. Schedule and coordinate closing procedures and times with the borrower, loan officer, lender, and closing agency. Responsible for the daily operations of the company.

### Mortgage Loan Processor, Closer/Funder

Quest Mortgage
July 2001 to August 2004

Responsible for assisting loan officers in gathering, analyzing, and submitting loan files from potential borrowers to various lenders for approval. Follow up on files submitted
and meet any additional conditions required by lender. Schedule and coordinate closing procedures and times with the borrower, loan officer, lender and closing agency. Provide documents to closing agency for closing. Responsible for final purchase and funding of loans with correspondent bank along with any corrections needed.
Community Bank

### Operations Manager, Banking Officer

October 1996 to July 2001

Responsible for overseeing daily operations of the Teller Line and New Accounts. Supervised and evaluated a staff of nine. Responsible for auditing, reporting, and record keeping of cash vault, three automated teller machines, and all monetary items. Schedule and conduct monthly meetings for entire branch. Coordinated and assisted in conversion
of a new computer system and move to all new branch location.

### Customer Service Representative

Sunwest Bank

January 1993 to October 1996

Open checking, savings, IRA's, safe deposit boxes. Cross sell other Bank Products. Open and close Branch twice a week.

## Education

## HUD Certified

### Principles of Banking

Santa Fe Community College

September 1994 to March 2001

### High school diploma in Business

Battle Mountain High School - Minturn, CO

1988

**Andrea Gerber**
**Housing Counselor (Full Time)**
Santa Fe Community Housing Trust

Proficient work experience in Continuum of Care Permanent and Temporary Housing Grants, project administration, Housing Opportunities for Persons with AIDS, Data administration, Information Security, and HIPAA compliance. Fully involved with providing support in State, local agency, and Government HUD audits for The Santa Fe Community Housing Trust to serve and meet the organization's goals and needs proactively and effectively.

**HUD Certified Housing Counselor –**
**August 2, 2023**

- HUD Certified and trained to assess client financial status, housing goals and needs.
- Able to notarize organization documents as a State of New Mexico Notary Public.
- Advise clients in credit repair or refer them to specialists for more serious cases.
- Provide in person Housing Counseling about home ownership and financial status as well as qualifying for a first mortgage.
- Create budgets and client action plans as goals for the client to reach their housing goals successfully.
- Maintain compliance with HUD guidelines regarding confidentiality, HIPAA privacy and all industry standards required by Housing Counselors and agencies.
- Assist clients with financial literacy that includes budgeting, credit, debt reduction to become homebuyer ready, and/or prevent foreclosure.
- Host classes in financial literacy, basic will preparation and knowledge for seniors and other basic topics in conjunction with the Civic Housing Authority, and schools and other agencies.
- Host Home Buyer training classes covering HUD National Industry Standards for Homebuyer Education with volunteers from the community that are directly providing related services.
- Maintain and update client files and financial records regularly as required.
- Utilize CounselorMax, Calyx and other data inquiry record keepings systems as needed.
- Communicate openly with clients and lenders, title companies and others involved in the home buying process.
- Effectively pursue clients, donations, volunteers, and community partners to reach organizational needs.

**Prior Work Experience**

Special Needs Housing Programs & Grant Manager – Santa Fe Community Housing Trust
2003 Private Practice – Licensed Massage Therapist - Nationally Certified in Therapeutic Massage & Bodywork
Medical Billing Office Manager & Audit Compliance Specialist – FootPrints Shoes – Newington CT
Variable Annuity & Mutual Funds Wholesale Financial Advisor- American Skandia Life Assurance Corporation – Shelton CT
Transportation Dept. Fleet Liaison & Dispatch Coordinator – Ames Department Stores CT Corporate Office
Connecticut Bank & Trust – Teller and Safe Deposit Manager, Large Items Charge backs.

CYNTHIA WEBB
MOBILE: (505) 604-3907
EMAIL: CWEBB@HOUSINGTRUSTONLINE.ORG

## EXEUTIVE SUMMARY:

A talented, Knowledgeable, productive, Mortgage Advisor professional with in-depth knowledge of operational, financial and Real Estate base service issues. Consistently able to assess new situations, identify problems, or deficiencies and initiate constructive action that improves positive outcomes for consumers within the real estate market. Adapt at working as a team member in a shared-governance environment or as an individual contributor in situations requiring independent thinking, resourcefulness and decision making. Accommodates change, accountability, stress, multiple tasks and challenges with grace and quiet determination. Can be counted on to produce results rather than creative explanations or dramatic excuses.

## AREAS OF PROFICIENCIES

- Leadership
- Management
- Training & Development
- Computer proficiency
- Financial Literacy
- Credit Repair
- Table Games Management
- Community resources

## MEMBERSHIPS & CERTIFICATES OF COMPLETION

- Bank Teller Certification
- Nationwide Multistate Licensing System (Licensed Mortgage Advisor)
- Greater Albuquerque Associates of Realtors
- HUD Certified Counselor
- Home Ownership Literacy Instructor

## Education

- associate degree with the Technical Vocational Institute of Albuquerque NM Financial Business
- National Association of Bank Teller training
- United New Mexico Bank in House Bank Teller Certification
- The Leather Factory in House Accounting Curriculum

## Experience

### Mortgage Advisor — 2004 – Present

- The Housing Trust
- Nexa Mortgage LLC
- Finance of America
- Castle & Cooke LLC
- NewRez LLC
- Luminate Home Loans Inc
- Podium Mortgage Capital LLC
- First California Mortgage Company
- Gateway First Bank
- L & G Mortgage Inc
- TRE Mortgages

### Casino Floor Supervisor — 2001 – 2014

- Sandia Casino
- Isleta Casino
- Santa Ana Casino

### Accountant/Bookkeeper — 1994 - 1996

- The Leather Factory

### Bank Operations Manager — 1986 – 1993

- Wells Fargo Bank
- Norwest Bank
- United New Mexico Bank

## Community Engagement

- Banking Day for the Elementary School Students-United New Mexico Bank
- Coaching for the African American Greater Albuquerque Chamber of Commerce housing literacy course
- Housing Summit Highland High School
- Greater Albuquerque Association of Realtors
- Making Strides against Breast Cancer Association
- Office of Black Community Engagement
- Run for the Zoo to support the care of the animals
- Information session provided for Rio Communities
- Housing Fair UNM Student Union Building
- Sunday is Funday Community Business Fair Rio Rancho

Dina Gurule-Trujillo
P.O. Box 9702
Santa Fe, NM 87504
(505) 470-4330

## OBJECTIVE

Obtain a position where I can utilize my experience in the property management, lending, financial, human resources, and non-profit sector.

## EXPERIENCE

**July 2011 — Present**
Santa Fe Boys and Girls Clubs, Inc.
Santa Fe, NM 87507

DIRECTOR OF OPERATIONS

Responsible for the oversight of 6 Boys and Girls Club building sites and properties. Duties include ensuring sites meet State Building Code, applicable zoning requirements, and State of New Mexico Childcare Licensing requirements. Oversee the maintenance and construction of Club sites including the construction of new buildings, building additions, and the installation of infrastructure and related improvements. Plan, evaluate, and recommend properties for the purpose of locating Club sites including ensuring site meets applicable zoning requirements and building will meet applicable codes for childcare facilities. Review and approve building leases. Oversee the sale and purchase of properties. Responsible for the management, improvements, and up-keep of three non-business-related facilities for the purpose of generating rental income for the organization.

**August 2008 – March 2011**
Century Bank
Santa Fe, NM

COMMERCIAL LOAN ASSISTANT

Type memos, correspondence, and related documents as required by Lender, close all loans with customers and send booking packages to Loan Operations. Assist customers with advances, transfers, payments, account information. Maintain commercial credit files with current financial information, tax returns, credit reports, and collateral documentation. Work with lenders in clearing pre and post funding technical exceptions.

Perform a variety of administrative, secretarial, and business development duties as required by lender, insuring efficient and timely workflow. This includes pulling weekly reports from Senergy such as Past due Reports, Notes coming due, and other reports as needed.

Dina Gurule-Trujillo
P.O. Box 9702
Santa Fe, NM 87504
(505) 470-4330

**August 2005 – July 2008**
1st Metropolitan Mortgage
Santa Fe, NM

LOAN PROCESSOR

Upload, Register and lock loans. Review all income/asset information on Applications in Caybq run DU/LP and submit loans to various Lenders. Order payoffs, Appraisals, Title Binders, Homeowners Insurance. Collect needed conditions requested by Lenders. Schedule closings, order loan documents, check Settlement Statements. Prepare final disclosures for closings. Stack files and make sure files complete for Quality Control, prepare and calculate commission sheets for Loan advisor commissions on loans, scan file on disk and send hard file to Corporate.

**August 2003 – July 2005**
First State Bank
Santa Fe, NM

COMMERCIAL LOAN ASSISTANT AND CONSUMER LOAN PROCESSOR

Type memos, correspondence, and related documents as required by Lender, close all loans with customers and send booking packages to Loan Operation. Assist customers with advances, transfer, payments, account information, and direct to other employees if necessary. Maintain commercial credit files with current financial information, tax returns, credit reports, and collateral documentation. Work with lenders in clearing pre and post funding technical exceptions.

Perform a variety of administrative, secretarial, and business development duties as required by lender, insuring efficient and timely workflow. This includes pulling weekly reports from nautilus such as Past due Report, Notes coming due, and other reports as needed. Maintain Construction Draw files and service Construction loans. This includes ordering and reviewing inspections, calculating loan draws, down date endorsements, disbursing loan draws, monitoring receipt stem wall surveys, and receipt of survey deletion endorsements. Assist loan Officers as requested with inputting loan applications and ordering Title binders from Title Companies, appraisals, UCC Searches, OFAC. Complete all withdrawals and denials.

Post-Closing duties include, all liens filed on titles and mortgages recorded. Maintain Insurance current on any collateral taken by the bank. Obtain and review Title Policies from Title companies. Obtain escrow agent acknowledgment of assignment of real estate contracts or other like collateral. Process paid notes, release collateral. Prepare files for archive storage.

**April 2001 – July 2003**
Century Bank
Santa Fe, NM

LOAN ASSISTANT

Process, Construction and Single-Close loans. Order and verify loan documents, send verified documents out to Title Company. Check Settlement Statements, fund loans and ensure loans are booked. Close renewals and extensions. Work exception reports for loan officer. Order Appraisals, title Binders and Builders risk Insurance. Pull credit reports, order flood certification and prepare commitment letters.

Dina Gurule-Trujillo
P.O. Box 9702
Santa Fe, NM 87504
(505) 470-4330

Prepare release of Mortgages. Answer phones, schedule appointments. Check on overdrawn checking accounts and past due loans.

Prepare daily rates for New Mexican, Abuquerque Journal. Send loan files for review. Help customers with loan applications prepare loan packets for all branches. Apply loan payments and issue payoffs to Title Companies.

**October 1991 – May 2001**
American Surety Title
Santa Fe, NM

ESCROW ASSISTANT-PRECLOSING

Prepare buyers/sellers closing documents. Order payoffs and surveys. Check on property taxes, sewer and refuse, homeowner's association dues, meet binder requirements and schedule closings. Send Lenders closing packages. Correct Settlements Statements as needed and send out recordings. Prepare and send mail out closing packages, answer phones when needed.

ESCROW TECHNICIAN-POST CLOSING

Fund closings, balance and disburse al' checks on transaction, issue overnight payoff checks, send wire transfers, and deposit earnest money. Set up Real Estate contracts with escrow Companies. Record releases and file.

## EDUCATION

| | |
|---|---|
| 1990-1991 | Santa Fe Community College |
| 1989-1990 | New Mexico State University |
| 1983-1987 | Santa Fe High School |

# HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

**RONALD CHAVEZ**
of
**SANTA FE COMMUNITY HOUSING TRUST**

for meeting the criteria for this certification.
This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: April 8, 2020

Agency HCS ID: 82669
Housing Counselor ID: DPBAN4

Jerrold H. Mayer

Jerrold H. Mayer, Director
Office of Outreach and Capacity Building

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD

**Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.**

# HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

**YVONNE MADRID**
of
**SANTA FE COMMUNITY HOUSING TRUST**

for meeting the criteria for this certification.
This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: November 22, 2021

Agency HCS ID: 82669
Housing Counselor ID: X3GFXA

Jerrold H. Mayer

Jerrold H. Mayer, Director
Office of Outreach and Capacity Building

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

**Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.**

# HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

**ANDREA GERBER**
of
**SANTA FE COMMUNITY HOUSING TRUST**

for meeting the criteria for this certification.
This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: August 10, 2023

Agency HCS ID: 82669
Housing Counselor ID: VJ36IS

Jerrold H. Mayer

Jerrold H. Mayer, Director
Office of Outreach and Capacity Building

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

**Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.**

# HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

**CYNTHIA WEBB**
of
**SANTA FE COMMUNITY HOUSING TRUST**

for meeting the criteria for this certification.
This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: August 29, 2023

Agency HCS ID: 82669
Housing Counselor ID: 5RIU46

Jerrold H. Mayer

Jerrold H. Mayer, Director
Office of Outreach and Capacity Building

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

**Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.**

# HUD-9902 REPORT

**Housing Counseling Agency Activity Report**

**U.S. Department of Housing and Urban Development**
**Office of Housing Counseling**
**Federal Housing Commissioner**

OMB Approval No: 2502-0622
Exp. 12/31/2024

**1. Counseling Agency Name**

Agency Name

SANTA FE COMMUNITY HOUSING TRUST
Agency ID: 82669
Agency Type: Affiliate

6005 Jaguar Dr Suite 101
Santa Fe, NM
87507-1719

Parent Agency Name (if applicable)

RURAL COMMUNITY ASSISTANCE CORPORATION
Agency ID: 82559
Agency Type: National Intermediary

**2. Reporting Period and Budget**

| | |
|---|---|
| Reporting Period: | Quarter 3 |
| Fiscal Year: | 2025 |
| From: | 10/01/2024 |
| To: | 06/30/2025 |
| Submission Date: | 07/02/2025 |
| Update Date: | 07/28/2025 |
| Total budget, all sources: | $11,130.00 |
| Total HUD Funding, all grants: | $11,130.00 |

HUD Funding Sources
Passed @ 100%

2023-1 COMP 10/01/2023 - 09/30/2024
Extended to 03/31/2025 Notice of Funding Opportunity (NOFO) for the Department's Fiscal Year 2023 Comprehensive Housing Counseling Grant Program FR-6700-N-33
Funding: $0.00

2024-1 COMP 10/01/2024 - 09/30/2025 Notice of Funding Opportunity (NOFO) for the Department's Fiscal Year 2024 Comprehensive Housing Counseling Grant Program FR-6700-N-33
Funding: $11,130.00

Validated: Validated
Last Validated: 07/28/2025
Validated by: System

Only reports completed by 07/31/2025 will be credited for on time submission.

| | TOTAL | | 2023-1 COMP | 2024-1 COMP |
|---|---|---|---|---|
| | All Activities | All HUD Funded Activities | HUD Funded | HUD Funded |
| **3. Ethnicity** | | | | |
| a. Hispanic | 254 | 5 | 5 | 0 |
| b. Not Hispanic | 112 | 32 | 32 | 0 |
| c. Chose not to respond | 16 | 3 | 3 | 0 |
| Section 3 Total | 382 | 40 | 40 | 0 |
| **4. Race** | | | | |
| a. American Indian/Alaskan Native | 2 | 0 | 0 | 0 |
| b. Asian | 0 | 0 | 0 | 0 |
| c. Black or African American | 6 | 0 | 0 | 0 |
| d. Native Hawaiian or Other Pacific Islander | 1 | 0 | 0 | 0 |
| e. White | 361 | 36 | 36 | 0 |
| f. More than One Race | 3 | 1 | 1 | 0 |
| g. Chose not to respond | 9 | 3 | 3 | 0 |
| Section 4 Total | 382 | 40 | 40 | 0 |
| **5. Income Levels** | | | | |
| a. < 30% of Area Median Income (AMI) | 35 | 5 | 5 | 0 |
| b. 30 - 49% of AMI | 101 | 10 | 10 | 0 |
| c. 50 - 79% of AMI | 162 | 8 | 8 | 0 |
| d. 80 - 100% of AMI | 43 | 4 | 4 | 0 |
| e. > 100% AMI | 35 | 10 | 10 | 0 |

| | | | | |
|---|---|---|---|---|
| f. Chose not to respond | 6 | 3 | 3 | 0 |
| Section 5 Total | 382 | 40 | 40 | 0 |
| **6. Rural Area Status** | | | | |
| a. Lives in a rural area | 3 | 0 | 0 | 0 |
| b. Does not live in a rural area | 224 | 40 | 40 | 0 |
| c. Chose not to respond | 155 | 0 | 0 | 0 |
| Section 6 Total | 382 | 40 | 40 | 0 |
| **7. Limited English Proficiency Status** | | | | |
| a. Limited English Proficient | 9 | 0 | 0 | 0 |
| b. Not Limited English Proficient | 362 | 40 | 40 | 0 |
| c. Chose not to respond | 11 | 0 | 0 | 0 |
| Section 7 Total | 382 | 40 | 40 | 0 |
| **8. Households Receiving Education Services (Including Online Education), by Purpose** | | | | |
| a. Completed financial literacy workshop, including home affordability, budgeting and understanding use of credit | 0 | 0 | 0 | 0 |
| b. Completed predatory lending, loan scam or other fraud prevention workshop | 0 | 0 | 0 | 0 |
| c. Completed fair housing workshop | 0 | 0 | 0 | 0 |
| d. Completed homelessness prevention workshop | 0 | 0 | 0 | 0 |
| e. Completed rental workshop | 0 | 0 | 0 | 0 |
| f. Completed pre-purchase homebuyer education workshop | 27 | 0 | 0 | 0 |
| g. Completed non-delinquency post-purchase workshop, including home maintenance and/or financial management for homeowners | 0 | 0 | 0 | 0 |
| h. Completed resolving or preventing mortgage delinquency workshop | 0 | 0 | 0 | 0 |
| i. Completed disaster preparedness assistance workshop | 0 | 0 | 0 | 0 |
| j. Completed disaster recovery assistance workshop | 0 | 0 | 0 | 0 |
| Section 8 Total | 27 | 0 | 0 | 0 |
| **9. Households Receiving One-on-One Counseling by Purpose** | | | | |
| a. Homeless Assistance | 0 | 0 | 0 | 0 |
| b. Rental Topics | 0 | 0 | 0 | 0 |
| c. Prepurchase/Homebuying | 264 | 10 | 10 | 0 |
| d. Non-Delinquency Post-Purchase | 6 | 0 | 0 | 0 |
| e. Reverse Mortgage | 85 | 30 | 30 | 0 |
| f. Resolving or Preventing Forward Mortgage Delinquency or Default | 0 | 0 | 0 | 0 |
| g. Resolving or Preventing Reverse Mortgage Delinquency or Default | 0 | 0 | 0 | 0 |
| h. Disaster Preparedness Assistance | 0 | 0 | 0 | 0 |
| i. Disaster Recovery Assistance | 0 | 0 | 0 | 0 |
| Section 9 Total | 355 | 40 | 40 | 0 |
| Households Served Sections 8 and 9 Total: | 382 | 40 | 40 | 0 |
| **10. Outcome of One-on-One Counseling Services** | | | | |
| a. Households that received one-on-one counseling that also received education services. | 227 | 0 | 0 | 0 |
| b. Households that received information on fair housing, fair lending and/or accessibility rights. | 329 | 4 | 4 | 0 |
| c. Households for whom counselor developed a budget customized to a client's current situation. | 328 | 0 | 0 | 0 |

| | | | | | |
|---|---|---|---|---|---|
| d. | Households that improved their financial capacity (e.g. increased discretionary income, decreased debt load, increased savings, increased credit score, etc.) after receiving Housing Counseling Services. | 126 | 0 | 0 | 0 |
| e. | Households that gained access to resources to help improve their housing situation (e.g. down payment assistance, rental assistance, utility assistance, etc.) after receiving Housing Counseling Services. | 146 | 0 | 0 | 0 |
| f. | Households that gained access to non-housing resources (e.g. social service programs, legal services, public benefits such as Social Security or Medicaid, etc.) after receiving Housing Counseling Services. | 20 | 0 | 0 | 0 |
| g. | Homeless or potentially homeless households that obtained temporary or permanent housing after receiving Housing Counseling Services. | 0 | 0 | 0 | 0 |
| h. | Households gained access to disaster recovery non-housing resources after receiving Housing Counseling Services (e.g. Red Cross/FEMA relief items, legal services, assistance) | 0 | 0 | 0 | 0 |
| i. | Households obtained disaster recovery housing resources after receiving Housing Counseling Services (e.g. temporary shelter, homeowner rehab, relocation, etc.) | 0 | 0 | 0 | 0 |
| j. | Households for whom counselor developed or updated an emergency preparedness plan. | 1 | 0 | 0 | 0 |
| k. | Household that received rental counseling and avoided eviction after receiving Housing Counseling Services. | 0 | 0 | 0 | 0 |
| l. | Households that received rental counseling and improved living conditions after receiving Housing Counseling Services. | 0 | 0 | 0 | 0 |
| m. | Households that received pre-purchase/homebuying counseling and purchased housing after receiving Housing Counseling Services. | 23 | 0 | 0 | 0 |
| n. | Households that received reverse mortgage counseling and obtained a Home Equity Conversion Mortgage (HECM) after receiving Housing Counseling Services. | 55 | 0 | 0 | 0 |
| o. | Households that received non-delinquency post-purchase counseling that were able to improve home conditions or home affordability after receiving Housing Counseling Services. | 1 | 0 | 0 | 0 |
| p. | Households that prevented or resolved a forward mortgage default after receiving Housing Counseling Services. | 0 | 0 | 0 | 0 |
| q. | Households that prevented or resolved a reverse mortgage default after receiving Housing Counseling Services. | 0 | 0 | 0 | 0 |
| r. | Households that received a forward mortgage modification and remained current in their modified mortgage after receiving Housing Counseling Services | 1 | 0 | 0 | 0 |
| s. | Households that received a forward mortgage modification and improved their financial capacity after receiving Housing Counseling Services. | 0 | 0 | 0 | 0 |
| | Section 10 Total | 1257 | 4 | 4 | 0 |

**Public reporting burden** for this collection of information is estimated to average .375 hours per response. The HUD9902 form is transmitted 100% electronically. The housing counseling agency can either input data directly into HUD's Housing Counseling System (HCS) or submit through its own Client Management System (CMS) using the Agency Reporting Module connection to HUD's HCS. With universal CMS use, the HUD-9902 will populate automatically based on electronic client files. Consequently, the estimated burden hour per response includes logging in and the time necessary to send the document electronically (estimated time: 15 minutes). An agency may not conduct or sponsor, and a person is not required to submit an information collection unless that collection displays a valid OMB control number.

This information is collected in connection with HUD's Housing Counseling Program and will be used by HUD to collect performance and outcome data related to HUD's Housing Counseling Program. Additionally, the data collected on form HUD-9902 plays a key role in analyzing performance and capacity during the Office of Housing Counseling's Notice of Funding Availability (NOFA) process. The information is required to obtain funding under Section 106 of the Housing and Community Development Act of 1974. The information is considered sensitive and is protected by the Privacy Act which requires the records to be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and

# BROCHURES & WEBSITE

# About Us

The Santa Fe Community Housing Trust is a non-profit organization that supports, educates, and advocates for homebuyers to make their housing goals a reality. We also strengthen our community by forwarding affordable housing efforts in Santa Fe.




HOPWA

EQUAL HOUSING OPPORTUNITY

CERTIFIED CDFI U.S. Department of the Treasury

# Steps to Homeownership

#1 **DOWNLOAD OUR APPLICATION** and drop it off at our office (no appointment needed) along with:

- The 3 most recent paycheck stubs
- Copies of Income Tax returns of the past 3 years
- The 3 most recent bank statements
- Homebuyer Application
- Affidavit
- Credit Authorization form

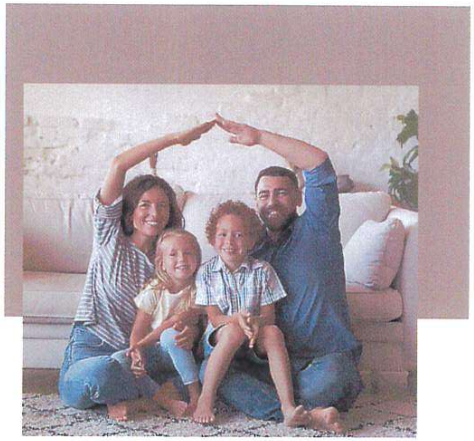
#2 **SCHEDULE AN APPOINTMENT** Once we receive your paperwork, our team will contact you to arrange your appointment.

#3 **PERSONALIZED CONSULTATION** Begin your journey to homeownership with a confidential meeting with a Housing Trust counselor. You'll leave this meeting with a clear plan, outlined in three initial steps toward owning your dream home.

#4 **ATTEND OUR HOMEBUYER TRAINING CLASS.**

THE HOUSING TRUST

*OUR HELP. YOUR HOME.*



Phone: 505-989-3960
Email: info@housingtrustonline.org
www.housingtrustonline.org

## OUR SERVICES

### Mortgage Reduction Assistance

We work with clients to determine whether they can qualify for mortgage reduction assistance via the City of Santa Fe's Affordable Housing Trust Fund (AHTF) and Community Development Block Grant (CDBG), Community Development Financial Institution Funds (CDFI) Housing Opportunities for persons with Aids/HIV (HOPWA) as well as through our own loans.

### HUD Certified Counseling

We provide comprehensive support including credit counseling, mortgage affordability assessments, lender finding assistance, down payment aid qualification, and help in locating an affordable home.

### Homebuyer Training Classes

Our monthly homebuyer training classes are designed to demystify the process. These free sessions, led by industry professionals and local real estate experts, guide you step-by-step through the home-buying journey.

### Reverse Mortgage Counseling

The Santa Fe Community Housing Trust provides HUD-approved Home Equity Conversion Mortgage counseling. If you are 62 years of age or older, a homeowner, and possess substantial equity in your home, this Federal Housing Administration (FHA) reverse mortgage product may be a viable alternative to consider.



At The Santa Fe Community Housing Trust, we believe everyone deserves a place to call home. A place that brings comfort, safety, and

## FOR MORE INFORMATION


6005 Jaguar Drive, Ste 101
Santa Fe, New Mexico

505-989-3960

info@housingtrustonline.org


*"Awesome group of people to work with. We were given helpful information and were able to call with questions and they are always happy to help."*

# Sobre Nosotros

El Fideicomiso de Vivienda Comunitaria de Santa Fe es una organización sin fines de lucro que apoya, educa y aboga por los compradores de vivienda para hacer realidad sus metas de vivienda. También fortalecemos nuestra comunidad promoviendo esfuerzos de vivienda asequible en Santa Fe.




HOPWA

EQUAL HOUSING OPPORTUNITY

CERTIFIED CDFI U.S. Department of the Treasury

# Pasos para ser propietario de vivienda

#1 **DESCARGUE NUESTRA APLICACIÓN** y entréguela en nuestra oficina (no se necesita cita) junto con:

- Los 3 recibos de pago más recientes
- Declaraciones de impuestos, los últimos 3 años
- Los 3 estados de cuenta bancarios más recientes
- Solicitud de compra de vivienda
- Declaración jurada
- Formulario de autorización de crédito

#2 **PROGRAMAR UNA CITA** Una vez que recibamos su documentación, nuestro equipo se pondrá en contacto con usted para programar su cita.

#3 **CONSULTA PERSONALIZADA** Comience su camino hacia la propiedad de una vivienda con una reunión confidencial con un consejero de vivienda. Saldrá de esta reunión con un plan claro, delineado en tres pasos iniciales hacia la adquisición de su hogar.

#4 **ASISTA A NUESTRO CURSO DE CAPACITACIÓN PARA COMPRADORES DE VIVIENDA.**

THE HOUSING TRUST

*NUESTRA AYUDA. TU HOGAR.*



Teléfono: 505-989-3960
Correo Electrónico:
info@housingtrustonline.org
www.housingtrustonline.org

## NUESTROS SERVICIOS

### Asistencia para la Reducción de Hipotecas

Trabajamos con los clientes para determinar si pueden calificar para asistencia en la reducción de hipotecas a través del Fondo Fiduciario de Vivienda Asequible (AHTF) de la Ciudad de Santa Fe y la Subvención de Desarrollo Comunitario (CDBG), Fondos de Instituciones Financieras de Desarrollo Comunitario (CDFI) Oportunidades de Vivienda para personas con SIDA/HIV (HOPWA), así como a través de nuestros propios préstamos.

### HUD Asesoría Certificada

Ofrecemos apoyo integral que incluye asesoría crediticia, evaluaciones de asequibilidad hipotecaria, asistencia para encontrar prestamistas, calificación para ayuda con el pago inicial y ayuda para localizar una vivienda asequible.

### CAPACITACIÓN PARA COMPRADORES DE VIVIENDA.

Nuestras clases mensuales de capacitación para compradores de vivienda están diseñadas para desmitificar el proceso. Estas sesiones gratuitas, dirigidas por profesionales de la industria y expertos locales en bienes raíces, te guían paso a paso a través del viaje de compra de una casa.

### ASESORAMIENTO SOBRE HIPOTECAS INVERSAS

El Santa Fe Community Housing Trust ofrece asesoramiento sobre hipotecas de conversión de capital de vivienda aprobadas por HUD. Si tienes 62 años o más, eres propietario de una vivienda y posees un capital sustancial en tu hogar, este producto de hipoteca inversa de la Administración Federal de Vivienda (FHA) puede ser una alternativa viable a considerar.



En Santa Fe Community Housing Trust, creemos que todos merecen un lugar al que llamar hogar. Un lugar que brinde comodidad, seguridad y alegría.

## PARA MAS INFORMACION


6005 Jaguar Drive, Ste 101
Santa Fe, New Mexico

505-989-3960

info@housingtrustonline.org


*"Un grupo increíble de personas con las que trabajar. Nos dieron información útil y pudimos llamar con preguntas y siempre están felices de ayudar."*

THE HOUSING TRUST

Inicio | Aplicaciones | Los Alamos | Acerca de | Listados de Viviendas | English

# ¡Noticias emocionantes!

Estamos encantados de anunciar nuestra nueva asociación con el Condado de Los Álamos para proporcionar oportunidades de vivienda asequible. Desde educación para compradores de vivienda hasta asistencia hipotecaria, Santa Fe Housing Trust está aquí para hacer realidad la propiedad de vivienda para más residentes. Descargue su solicitud para Los Álamos aquí.

## Programa de ayuda para la compra de vivienda

El Programa de Asistencia a Compradores de Vivienda, gestionado por The Housing Trust en virtud de un contrato con el Condado de Los Álamos, ayuda a los hogares que reúnen los requisitos de ingresos a alcanzar la propiedad de una vivienda. Este programa proporciona ayuda para el pago inicial a través de un préstamo subvencionado, haciendo más accesible la compra de una vivienda. Propiedad de vivienda asequible - La asistencia garantiza que las familias puedan conseguir una vivienda dentro de sus posibilidades. Financiado por el Condado de Los Álamos - El compromiso de crear más oportunidades de vivienda para los residentes locales y los recién llegados.
Descargue la solicitud aquí.

## Programa de renovación de viviendas

El Programa de Renovación de Viviendas (HRP) ayuda a los propietarios con ingresos suficientes a mejorar la seguridad, comodidad y habitabilidad de sus viviendas. Mejoras esenciales en el hogar - Invertir en mejoras sustanciales en lugar de arreglos temporales. Aumenta el valor de la vivienda y del vecindario - Aumenta la estabilidad a largo plazo para los propietarios y la comunidad. Con el apoyo del Condado de Los Álamos, estos programas proporcionan soluciones duraderas de vivienda para los residentes que más lo necesitan.
Descargue la solicitud aquí.

LOS ALAMOS

Estamos orgullosos de ofrecer un conjunto completo de herramientas de educación financiera interactivas y gratuitas para ayudar a las personas y a las familias a tomar el control de sus finanzas. Haga clic en el botón de abajo para acceder a estos valiosos recursos, generosamente proporcionados por Washington Federal Bank. ¡También nos gustaría extender nuestro más sincero agradecimiento a Washington Federal por su generoso apoyo y asociación en la concesión de The Housing Trust una subvención de $ 10,000!



Santa Fe Community Housing Trust (SFCHT) es una organización de desarrollo comunitario que ayuda a los residentes con bajos ingresos de la zona de Santa Fe a acceder a capital, formación económica y vivienda asequible para que puedan mejorar su calidad de vida y ser más autosuficientes económicamente.



*"Un grupo de gente increíble con la que trabajar. Nos dieron información útil y pudimos llamar (y todavía llamar y enviar correos electrónicos de vez en cuando) con preguntas y siempre están encantados de ayudar. Trabajamos con Ron y no puedo decir lo suficiente sobre él!"*



## CONOZCA A NUESTRO PERSONAL:
## Sus socios en la compra de vivienda

Creemos que el camino hacia la propiedad de una vivienda debe ser tan acogedor como la casa que desea comprar. Nuestro equipo está formado por profesionales experimentados que no sólo son expertos en sus campos, sino también apasionados de hacer una diferencia en la comunidad.

¡Conoce al Equipo!

## ¡CONOZCA A NUESTRA JUNTA DIRECTIVA!

### Guiando su viaje de compra de vivienda

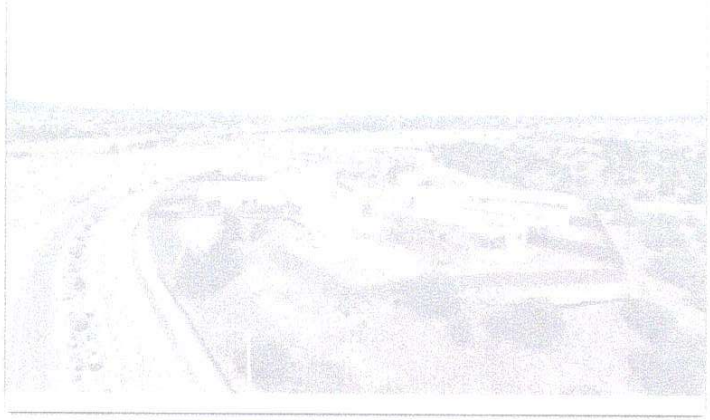
Nuestra misión está guiada por nuestro distinguido Junta Directiva. Estas dedicadas personas desempeñan un papel crucial en la dirección de nuestra organización hacia sus objetivos, garantizando que sigamos centrados en servir a la comunidad y proporcionar el mejor apoyo posible a nuestros clientes.

Conozca a nuestra Junta Directiva



### Comprender la compra de una vivienda: ¡Nuevos vídeos educativos disponibles!

Nos complace anunciar el lanzamiento de nuevos vídeos educativos diseñados para ayudarle a navegar por el proceso de compra de vivienda con facilidad. Comprar una casa nueva puede ser abrumador, pero nuestro objetivo es que sea lo más claro y sencillo posible. Haga clic aquí para ver nuestro catálogo completo de vídeos.



## ARROYO OESTE

Escondido en medio del pintoresco telón de fondo de Santa Fe y en las proximidades de Swan Park, Arroyo Oeste emerge como un faro de esperanza, calidad y asequibilidad. En una asociación celebrada con Arete Homes de Santa Fe, estamos encantados de presentar este desarrollo de la vivienda.

¡Fase I está vendido! Fase II se pondrá en marcha en breve.




En Santa Fe Housing Trust, creemos que una casa es algo más que un techo sobre la cabeza, es una puerta de entrada a una vida próspera. Es por eso que estamos comprometidos no sólo a proporcionar viviendas asequibles, sino también a conectar a nuestros residentes con recursos vitales.
Haga clic **aquí** (Inglés) **aquí** (Español) para nuestra lista de recursos de la comunidad.

## VIVIENDA ASEQUIBLE

En los últimos veinte años, Santa Fe Community Housing Trust ha construido más de 700 viviendas en 24 barrios de la ciudad, haciendo hincapié en la calidad del diseño, la construcción y la eficiencia de los recursos. Utilizamos subvenciones para reducir costes sin comprometer la calidad.

¡Mantente informado! Suscríbase a nuestro boletín y descubra las últimas novedades sobre vivienda, historias conmovedoras y actualizaciones exclusivas.

Introduzca aquí su dirección de correo electrónico *

Inscribirse

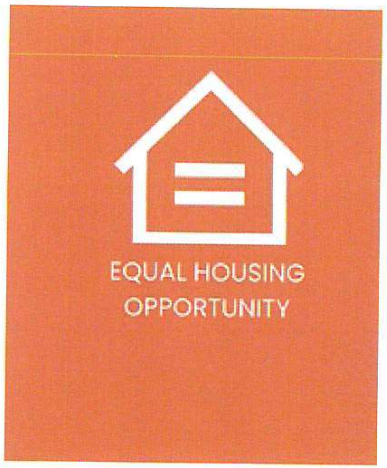
Notificación de Acomodación de Discapacidades
Santa Fe Community Housing Trust se compromete a garantizar la igualdad de acceso y la participación de todas las personas, incluidas las personas con discapacidad. En cumplimiento de la Ley de Estadounidenses con Discapacidades (ADA) y la Sección 504 de la Ley de Rehabilitación de 1973, ofrecemos ajustes razonables a las personas calificadas con discapacidades.

Solicitud de adaptaciones
Si necesita alguna adaptación para acceder a cualquier parte de nuestro sitio web o nuestros servicios, háganoslo saber por:
Teléfono: 505.989.3960, Correo electrónico: info@housingtrustonline.org. Correo postal: 6005 Jaguar Drive, STE 101, Santa Fe, NM 87504

Para consultar la lista completa de tasas, pulse aquí

¡Aceptamos efectivo, cheques y las principales tarjetas de crédito!





# ATTACHMENT G (2) – INVESTMENT IMPACT METRICS & BUDGET SUMMARY

Instructions: Complete the section below according to the Tier for which you are applying. All financial figures must be current at the time of submittal and should reflect total costs including overhead and profit.

## 1. Investment Impact Metrics

☐ **Tier 1 – Development & Preservation**

- **Number of housing units (new or rehabbed):** _____
- **AHTF dollars per unit (AHTF ÷ Units):** $_____

☒ **Tier 2 – Housing Support & Stability**

- **Number of households served:** 8
- **AHTF dollars per household (AHTF ÷ Households):** $25,000.00

## 2. Requested AHTF Fund Uses

Please list the major cost categories for which AHTF funds will be used. Include estimated amounts for each.

| Category | Brief Summary | Dollar Amount |
|---|---|---|
| Operating Costs | Pass through funds for DPA to Clients | $200,000.00 |
| Administrative Costs | (e.g., salaries, contractors) | $_____ |
| Construction Costs | (if applicable) | $_____ |
| Equipment | (if applicable) | $_____ |

**Total AHTF Request:** $200,000.00
**Total Project/Program Budget:** $716,000.00

## 3. Other Funding Sources

Please list all other secured or pending funding sources that contribute to your total project/program budget.

| Funding Source | Status (Secured/Pending) | Amount |
|---|---|---|
| CDBG | Secured | $216,000.00 |
| SFCHT Operating Funds | Secured | $80,000.00 |
| RCAC | Pending | $5,000.00 |
| SFCHT Board Approved DPA Funds | Secured | $500,000.00 |

**4. Matching Funds Requirement**

Applicants must demonstrate a minimum 3:1 leverage ratio to be eligible.
**Leverage Ratio Formula: (Total Project Budget – AHTF Request) ÷ AHTF Request**

**Calculated Leverage Ratio:** 3:1

# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

# RESIDENT BUSINESS CERTIFICATE

Issued to: **SANTA FE COMMUNITY HOUSING TRUST**

DBA: **SANTA FE COMMUNITY HOUSING TRUST**
**PO BOX 713**
**SANTA FE, NM 87504-0713**

Expires: **11-Sep-2027**

Certificate Number:

**L1385322864**

Stephanie Schardin Clarke
*Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** Santa Fe Community Housing Trust
DBA: Santa Fe Community Housing Trus

**Business Location:** 6005 JAGUAR DR UNIT 101
SANTA FE, NM 87507

**CRS Number:** 02-171649-00-8

**Owner:** Santa Fe Community Housing Trust

**License Number:** 237083

**License Type:** Business License - Renewable

**Issued Date:** April 14, 2025

**Classification:** Business Registration - Standard

**Expiration Date:** April 14, 2026

**Fees Paid:** $35.00

**Description:** Santa Fe Community Housing Trust

Santa Fe Community Housing Trust

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

Ver. 16 2/7/2020

**The City of Santa Fe, Central Purchasing Division**
**AND**
**Office of Affordable Housing**

# REQUEST FOR PROPOSALS (RFP)

## Application for Community Development Block Grant (CDBG)

## RFP# 25102

**ISSUE DATE:** January 17, 2025

**DUE DATE:** February 14, 2025

I. INTRODUCTION ..... 1

*A. PURPOSE OF THIS REQUEST FOR PROPOSALS* ..... *1*
*B. BACKGROUND INFORMATION* ..... *1*
*C. SCOPE OF PROCUREMENT* ..... *2*
ELIGIBLE ACTIVITIES, APPLICANTS AND USES OF FUNDS ..... 3
*D. PROCUREMENT MANAGER* ..... *7*
*E. PROPOSAL SUBMISSION* ***Submissions of all proposals must be accomplished via upload:*** ..... *8*
*F. DEFINITION OF TERMINOLOGY* ..... *8*
*G. PROCUREMENT LIBRARY* ..... *8*

II. CONDITIONS GOVERNING THE PROCUREMENT ..... 9

A. SEQUENCE OF EVENTS ..... 9
B. EXPLANATION OF EVENTS ..... 9
*1. Issue RFP* ..... *10*
*2. Pre-Proposal Meeting* ..... *10*
*3. Deadline for Written Questions* ..... *10*
*4. Responses to Written Questions* ..... *10*
*5. Proposals Due Date* ..... *11*
*6. Interviews* ..... *11*
*7. Identification of Potential Best-Valued Offeror(s)* ..... *11*
*8. First Clarification Meeting* ..... *11*
*9. Final Clarification Meeting* ..... *12*
*10. Best and Final Offers* ..... *12*
*11. Governing Body Approval* ..... *12*
*12. Agreement Awards* ..... *12*
*13. Protest Deadline* ..... *12*
*C. GENERAL REQUIREMENTS* ..... 13

III. RESPONSE FORMAT AND ORGANIZATION ..... 13

A. NUMBER OF RESPONSES ..... 13
*1. ELECTRONIC SUBMISSION ONLY* ..... *13*
C. PROPOSAL FORMAT ..... 14

IV. EVALUATION ..... 14

A. DESCRIPTION OF EVALUATION ..... 14
B. PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA) ..... 16
C. CLARIFICATION ..... 16
D. AWARD ..... 17

ATTACHMENT LIST – List of all attachments included in the RFP ..... 18

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST 5

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM ..... 7

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT ..... 10

ATTACHMENT D - NON-COLLUSION AFFIDAVIT ..... 12

ATTACHMENT E – KEY PERSONNEL LEAD FORM ..... 13

ATTACHMENT F - PROJECT COST PROPOSAL FORM ..... 14

**ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT** ..... 15

**ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE)** ..... 16

**ATTACHMENT G (2) – VALUE ADDED PLAN (VA)** ..... 17

**ATTACHMENT H – REFERENCE LIST** ..... 18

**ATTACHMENT I – CLARIFICATION PHASE GUIDE** ..... 19

**ATTACHMENT J – WEEKLY RISK REPORTING SYSTEM GUIDE** ..... 22

**ATTACHMENT K – PROGRAM ACCEPTANCE CRITERIA** ..... 23

**EVALUATION POINT SUMMARY FOR PRESENTATIONS** ..... 23

**ATTACHMENT L - DRAFT AGREEMENT** ..... 25

# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish contracts through competitive negotiations for housing, public facility, and public services projects that are eligible for **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)** funds. The objective of the City's use of these funds is to support and expand housing and economic opportunities for people with incomes less than 80% of the **area median income (AMI)** as defined by the **Department of Housing and Urban Development (HUD).**

## B. BACKGROUND INFORMATION

The CDBG Program is funded through the U.S. Department of Housing and Urban Development (HUD) and provides an allocation of funds to local and state governments for a wide range of eligible housing and community development activities. The stated purpose of the program is:

> ***"The development of viable urban communities, by providing decent housing and suitable living environments and expanding economic opportunities, principally for persons of low and moderate income."***

CDBG funds are allocated each year to cities with populations of more than 50,000 and urban counties with populations of more than 200,000. The City of Santa Fe is an "entitlement city" for the CDBG program, which means it automatically receives an annual grant from HUD based on a formula that takes into consideration community needs and other factors. These include: the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas.

Although Santa Fe must administer the use of CDBG funds in accordance with specific federal regulations, the Santa Fe City Council determines how to use the grant money according to the City's Consolidated Plan priorities and other local needs. In Santa Fe, the CDBG funds are dispersed on a competitive basis to agencies/projects selected by the Santa Fe Community Development Commission (CDC) and approved by the City Council.

**The City reserves the right to award contracts in full, by portions, or grouped as deemed in the best interest of the City. Funding is subject to current and future CDBG grant allocations and budget appropriations approved by the City's Governing Body. No guarantee is made or implied by the City for the amount allocated to this RFP. The commitment of funds will result in contract(s)**

Successful applicants that receive a CDBG award must fulfill the objectives of the program by carrying out eligible activities that benefit low and moderate income (LMI) residents, including but not limited to, persons

who are homeless, persons who have disabilities, the elderly, and other special needs groups. Although not required, the agencies are also encouraged to find other funding sources to help leverage the CDBG funds.

Prior to submitting a proposal, each proposed offeror must meet eligibility under the CDBG program regulations and meets one of the National Objectives as defined by HUD. Information on eligibility and National Objectives must be used to classify each project requesting funding and to determine if it can be considered for funding. ***Any program that does not clearly meet a National Objective and is not an Eligible Activity will not be accepted.*** For more specific information on the eligibility of uses for CDBG funds, see 24 CFR 570.201. Ineligible activities are described in 24 CFR 570.207.

## C. SCOPE OF PROCUREMENT

The authorizing statute of the CDBG program requires that each eligible activity except program administration and planning activities must meet one of the three National Objectives:

1) Benefit low and moderate income (LMI persons or households;
2) Eliminate slum and blight; or
3) Address an urgent community need that threatens the health or welfare of residents.

For more specific information on the definitions of the National Objectives, see the CDBG program regulations at 24 CFR 570.208(b).

For the FY 2025-26 year, an allocation of approximately $600,000 is anticipated to be made available from the grant award. Depending on the proposals, this allocation will be distributed how the city sees best fit to the proposals that would most benefit the city. The Proposals will be reviewed, and funding recommendations will be made by the City's CDC, according to the program acceptance criteria described on attachment K. The applicant must demonstrate how the proposed activity meets the eligibility requirements under the CDBG program, as well as the City's priorities of preventing homelessness, ending homelessness, and/or stabilizing the housing situations of those who are at risk of losing their housing and/or being displaced from Santa Fe. The intent for the use of these funds is to serve the entire spectrum of housing needs including those who are currently experiencing homelessness, renters, homebuyers, and homeowners.

The Evaluation Committee, The CDC will rely on the following criteria to make funding recommendations to the Governing Body. Until HUD announces the final amount of the City's entitlement grant, the amounts are estimated and may change slightly during the contract approval process.

- Funding: the proposed project budget is realistic, funds are leveraged at a 1:1 ratio from other sources (for every $1 of CDBG, $1 is from other sources), revenue is sufficient to accomplish the proposed project and matching funds are secured.
- Need/Benefit and Project Feasibility: the proposed project addresses underlying/systemic challenges in the community, is responsive to current/future market demand, and the applicant demonstrates feasibility through site control, if applicable, and provides a realistic timeframe for the completion of proposed activities.

- Organizational Capability and Management: the applicant adequately describes its organizational experience, expertise in the proposed type(s) of housing or assistance and demonstrates financial soundness and/or experience with federal awards.

**ELIGIBLE ACTIVITIES, APPLICANTS AND USES OF FUNDS**

The CDBG regulations require that grantees expend not less than 70% of their annual CDBG grant fund for activities that benefit LMI persons. This is one of the key factors in selection of eligible activities. The determination of LMI is based on a percentage of the area's Average Median Income (AMI). Specifically, the eligibility threshold is less than 80% of the current AMI. **Current data can be found at this link:** SFHP_Pricing_2024-REVISED-6.3.24.pdf

The annual income must be verified for a person, family or household only for **direct benefit** activities such as homeownership assistance, home improvement, or receipt of public service. Income verification of the eligibility of individual persons, families or households is **not** needed for the following national objectives: area benefit, presumed limited clientele, slum/blight, or urgent need. According to HUD, presumed limited clientele include abused children, battered spouses, severely disabled adults, homeless persons, illiterate adults, persons with AIDS, migrant farm workers and the elderly.

**ELIGIBLE ACTIVITIES**

Some Eligible Activities that can be funded by CDBG include but are not limited to the following. (The complete list is in 24 CFR Part 570.201).

**1. Housing Activities**

. Assist existing homeowners with the repair, rehabilitation or reconstruction of owner-occupied units. Financial assistance through loans or grants are made for emergency repair programs, spot rehabilitation, or full house rehabilitation for existing homes. Special purpose programs include improving the energy efficiency of a home, handicap accessibility, emergency repairs and weatherization.

a. Direct assistance to facilitate and expand LMI homeownership by subsidizing interest rates and mortgage principal amounts, financing the cost of acquiring property, pay all or part of the premium on behalf of the homebuyer mortgage insurance, pay any or all the reasonable closing costs associated with the home purchase and pay up to 50% of the down payment required by mortgagee;
b. Assistance to rehabilitate privately owned residential buildings and improvements; low-income public housing and residential buildings; publicly and privately owned commercial or industrial buildings for exterior improvements and code violations; non-profit owned nonresidential buildings and improvements; and manufactured housing, when considered part of the permanent housing stock;
c. Acquisition of property for an eligible rental or homeownership housing project;
d. Conversion of a closed building from one use to residential such as a closed school;

e. Activities to prevent the abandonment and deterioration of housing acquired through tax foreclosure including making essential repairs to the housing and paying operating expenses to maintain its habitability.

**2. Real Property**

. Acquisition of Real Property, by purchase, long term lease, donation or otherwise, for the purposes of providing affordable housing, public services, or a public facility.

a. Disposing of real property refers to the sale, lease and donation of real property. Costs related to the sale, lease, or donation of real property acquired with CDBG funds are CDBG-eligible;

b. Lead Based Paint Hazard Evaluation and Reduction. The costs associated with the evaluation and reduction of lead-based paint hazards as either its own activity or as part of a rehabilitation activity;

c. Historic Preservation. The preservation and restoration of publicly and privately owned properties of historic significance are generally eligible under CDBG;

d. Renovation of Closed Buildings for the use as an eligible public facility as well as both residential and commercial facilities.

e. Energy Efficiency Activities such as weatherizing a home or apartment complex, finance energy efficient rehabilitation work and install wind and solar equipment;

f. Handicapped Accessibility. Removal of material and architectural barriers that restrict the mobility or accessibility of elderly or handicapped persons.

**3. Public Facilities and Public Improvements (defined as all facilities and improvements that are publicly owned or are owned by a non-profit and open to the public during normal working hours)**

. Acquisition, construction, reconstruction, rehabilitation or installation of public facilities, except buildings for general conduct of government. Activities may include design features that promote energy efficiency and architectural design features and treatments intended to enhance aesthetic quality of facilities. Examples of public facilities include: homeless facilities, senior centers, childcare centers, facilities for AIDS patients, parks and recreational facilities, neighborhood facilities, and Health facilities. (For a complete list refer to 24 CFR 570.201(c));

a. Public Improvements such as installation, construction and rehabilitation of infrastructure (water/sewer lines, streets and sidewalks). CDBG funds cannot be used for maintenance of these facilities and improvements. This category generally also does not include operating costs

**4. Public Service Activities (subject to 15% cap).**

Provision of public services that stabilize housing situations, prevent or end homelessness, and support sustainable homeownership are the main priorities for the City's CDBG funding. If the applicant is applying for CDBG funding for the first time, the proposed services must be a new or quantifiable increase in the level of an existing service which has been provided by the grantee or another entity on its behalf. This means that the applicant must show an increased deliverable, such as persons or households served. The CDBG program restricts the amount of funding for public services to no more than 15% of the annual grant award. Therefore, public service projects are highly competitive for any given grant year.

**5. Other Types of Assistance**

a. Relocation payments and assistance to displaced persons;
b. Payment to housing owners for losses of rental income incurred in holding units for persons displaced;
c. Provision of fair housing counseling services and activities

**6. Ineligible Activities**

a. Buildings used for general conduct of government;
b. General government expenses;
c. Political activities;
d. Purchase of construction equipment; purchase of furnishings and personal property, unless part of a public service activity or necessary for use by city in the administration of the program;
e. Repair, operation and maintenance of public facilities, improvements and services, except expenses associated with eligible public service activities, interim assistance and office space for CDBG program staff;
f. New housing construction, except under special provisions.

**POST-AWARD REQUIREMENTS FOR SUBRECIPIENTS**

A Subrecipient is an agency or organization that is provided CDBG funds by the City of Santa Fe for their use in carrying out approved eligible activities. Subrecipients may include:

- Public or Private Non-Profit Agency, Authority or Organization;
- For-Profit entities who provide assistance specifically to microenterprises;
- Institutions of Higher Learning.

***NOTE:*** *A subrecipient differs from a contractor. A contractor is selected through a competitive procurement process and is paid CDBG funds by the grantee in compensation for specific services, such as construction or remodeling improvements. The subrecipient is subject to the same administrative requirements as those for the City of Santa Fe. These requirements are generally not applicable to contractors.*

After an award of CDBG funds, the Subrecipient is accountable to the City of Santa Fe for administrative and other responsibilities, including but not limited to, compliance with the CDBG program requirements at 24 CFR Part 570 and the Uniform Administrative and Financial Management Requirements for Federal Awards at 2 CFR 200. Subrecipients may also use fiscal agents who assist with program management, financial reporting and all contract requirements as per the City of Santa Fe's procurement rules. If using a fiscal agent:

- Fiscal agent fees shall not exceed 12%.
- All official documents and signatures must be those of the fiscal sponsor.

**1. Registration in SAM (System of Award Management).**

a. Any subrecipient, contractor or vendor that receives federal funds must register in SAM.Gov. Please note that SAM.Gov now issues a Unique Entity Identifier (UEI) that has replaced the DUNS Number that was previously used. Registration in SAM (System of Award Management).

If not already registered, the applicant must register in the system to receive a Unique Identifier Number (UEI) here: www.sam.gov.

b. The City will check all applicant EUI numbers for federal debarment. An application will be rejected if the applicant agency is debarred or its status is not current.

**2. Contractual Requirements.**

a. The subrecipient shall enter one or more contracts with the City of Santa Fe. Contracts shall be consistent with the required provisions for the CDBG program and subject to the review by HUD and other authorities. All contracts shall include remedies and default provisions in the event of the unsatisfactory performance by the subrecipient. Other contracting requirements include:

b. Performance Schedule and Criteria. The subrecipient shall be required to abide by a reasonable performance schedule and performance criteria which the City of Santa Fe in its discretion, may establish;

c. Cost Reimbursement Contracts. Payment to a Subrecipient shall be made under a cost reimbursable contract provision. Payments shall be made upon the City of Santa Fe's receipt of certified and documented invoices for actual expenditures allowable under the terms of all contracts executed between the subrecipient and the City of Santa Fe.

d. Rate at which Costs Incurred. Under unit cost or cost reimbursable contracts, it is anticipated that costs will be incurred by the Subrecipient at an approximate level rate during the term of any agreement between the Subrecipient and the City of Santa Fe. If the City of Santa Fe determines that the Subrecipient is underspending or overspending, then the City of Santa Fe may reduce the budget and/or exercise such other budgetary fiscal controls it deems appropriate.

e. Invoices. Subrecipients shall not submit invoices more than once a month, unless written approval is obtained in advance from the City of Santa Fe. Failure to submit invoices within twenty (20) days of the close of the month for which payment is sought may result in the non-availability of funds for reimbursement.

f. Cost Eligibility. All Subrecipients are subject to the federal cost principles and audit requirements applicable to 2 CFR Part 200, Subpart E:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

**3. Federal Standard Provisions.** All CDBG awards made by the city are also subject to additional federal standards related to financial management, procurement, civil rights, handicap accessibility, equal employment, and record-keeping requirements including but not limited to:

- Environmental Review
- Labor Standards ("Davis Bacon")
- Fair Housing and Equal Opportunity
- Section 3 – Economic Opportunities
- Section 504 of the Rehabilitation Act
- Purchasing standards
- Acquisition and relocation regulations

- Lead Safe Housing Rule
- Avoiding conflicts of interest
- Uniform Administrative requirements such as Cost Principles, Standards for Financial Management Systems, and Audit requirements
- Change in Use Requirements
- Uniform Relocation Act

The City's contract for CDBG funding will include the applicable federal standards for each activity selected for award.

**4. Record-keeping, reporting, monitoring and performance measurement.** Subrecipients are required to collect and maintain documentation of their compliance with CDBG requirements and information on the beneficiaries of the CDBG-funded activity. Every quarter, the Subrecipient will submit to the City a report on program accomplishments. The City will provide oversight of the CDBG award and monitor the subrecipient's funded activity annually, using the scope of work within the Subrecipient's Agreement in part to evaluate performance. This process will also include examination of records and a virtual site visit, which will be held in-person when allowed under social distancing guidelines.

This RFP may result in awards to multiple vendors. Each award will result in a separate, exclusive contract between the City and the respective vendor, and the use of each contract will be restricted solely to those two parties.

## D. PROCUREMENT MANAGER

Community Engagement has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name: Rocio M. Gosende, Procurement Manager
123 E. Marcy Street. Suite 205
Santa Fe, NM 87501

Telephone: (505) 955-6574

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Division at the following emails:

   Procurement Manager: rmgosende@santafenm.gov
   Central Purchasing Division: purchasing_RFP@santafenm.gov

   Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Division regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. Do not contact the Procurement Manager after the Proposals' due date.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

## E. PROPOSAL SUBMISSION *Submissions of all proposals must be accomplished via upload: https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx*

## F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:


DEFINITION OF TERMINOLOGY.docx

## G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx
Other relevant links:

- Eligibility of uses for CDBG funds: 24 CFR 570.201.
- Ineligible activities for CDBG funds: 24 CFR 570.207.
- CDBG program regulations: 24 CFR 570.208(b).
- CDBG Data**:** SFHP_Pricing_2024-REVISED-6.3.24.pdf
- Code of Federal Regulations: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

# II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

## A. SEQUENCE OF EVENTS

The City's Central Purchasing Division and the Procurement Manager will make every effort to adhere to the following schedule:

| Action | Responsible Party | Due Dates | Times (in Mountain) |
|---|---|---|---|
| Issue RFP | Central Purchasing Division | January 17, 2025 | |
| Pre-Proposal Meeting | Procurement Manager /Potential Offerors | January 27, 2025 | 10:00am-11:30am |
| Deadline for Written Questions | Potential Offerors | January 31, 2025 | 5:00 PM |
| Response to Written Question | Procurement Manager | February 7, 2025 | |
| **Proposals Due Date** | **Offerors** | **February 14, 2025** | **3:00 PM** |
| *Rating Meeting | Evaluation Committee | February 17, 2025 | |
| *Interviews | Potential Offerors/Evaluation Committee | February 18, 2025 | |
| *Identification of Potential Best-Valued Offeror(s) | Evaluation Committee & CDC | February 19, 2025 | |
| *First Clarification Meeting (Presentations) & Final Clarification meeting (AKA Executive Session) | Evaluation Committee/CDC/Finalist Offeror(s) | March 5, 2025 | First: 8:30am-2:00pm<br><br>Final: 2:15pm-5:00pm |
| *Best and Final Offers | Offerors/CDC/Evaluation Committee | March 28 2025 | |
| *Governing Body Approval | Governing Body | April 30 2025 | |
| *Agreement Award(s) | Requesting Department | May 28 2025 | |

*Dates indicated after "Proposals Due Date" through "Agreement award" are estimates only and may be subject to change without necessitating an amendment to the RFP.

## B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events., above.

The City reserves the right to:

1. Change or extend the Proposals Due Date.
2. Revise the RFP document prior to the due date.

The city will process addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. Addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity code used for this event.

### 1. Issue RFP

This RFP is being issued on behalf of The City of Santa Fe Affordable Housing Division on the date indicated in the Sequence of Events.

### 2. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in the Sequence of Events, beginning at 10:00 AM MST/MDT via Microsoft Teams: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWQwZWJiZTctYTU0Mi00M2IzLWI0MzItOGQ4ZjEwNzU5ZDg5%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d

**Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Division and the Procurement Manager**. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting. The meeting will be split into two parts: one part explaining about the program and another part explaining the submission process.

Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal. An archived recording of this information session will be made available on the City's website, https://www.santafenm.gov/funding_opportunities, along with a procurement library that contains links to useful resources. If an applicant is unable to attend the live session, they are recommended to watch the recording.

### 3. Deadline for Written Questions

Potential Offerors may submit written questions to the Central Purchasing Division and the Procurement Manager as to the intent or clarity of this RFP as indicated in the Sequence of Events. All written questions must be addressed to the Central Purchasing Division and the Procurement Manager. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

### 4. Responses to Written Questions

Responses to the written questions will be provided on Bid Central, on or before the date indicated in the Sequence of Events and is available for all potential Offerors.

An electronic version of the Questions and Answers will be posted to Bid Central.

## 5. Proposals Due Date

Only **electronic** proposal submission is allowed.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING DIVISION VIA UPLOAD

***Proposals must be submitted electronically through the link in the response format and organization section.*** Proposals submitted by facsimile will not be accepted.

Bid Central will keep a log of the names of all Offeror organizations that submit proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing Offerors during the negotiation process. The negotiation process is deemed to be in effect until the agreement(s) is/are awarded pursuant to this Request for Proposals. Awarded in this context means approved by the City's Governing Body and subsequently signed by the City Mayor.

Extension for submitting a proposal will not be accepted for this project initiative.

## 6. Interviews

The city may shortlist (if necessary) the Offerors. The shortlisted Offerors may be required to participate in interviews to evaluate expertise. Offerors will be required to participate in an interview to evaluate expertise. A notification will be sent to Offerors with meeting details once the Evaluation Committee has conducted their initial review. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead. A second individual may be present (standby) to clarify Pricing Proposal if requested.

## 7. Identification of Potential Best-Valued Offeror(s)

All proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Central Purchasing Division or/and/or the Procurement Manager in conjunction with the Evaluation Committee may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors in this RFP, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, Section 13-1-117, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## 8. First Clarification Meeting

The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

## 9. Final Clarification Meeting

The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

## 10. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront. However, we reserve the right to re-open negotiation by requesting a BAFO per the Sequence of Events, or on an accelerated timeline from finalists. The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist Offerors may also amend or clarify their proposal during the Clarification Meeting.

## 11. Governing Body Approval

Depending on the amount of the total compensation, including any term extensions of the contract, either the City manager will approve and sign the agreement, or it will be presented as an agenda item for the appropriate Committee Meetings and then the Governing Body for approval. The mayor signs all - agreements presented to the Governing Body.

## 12. Agreement Awards

After approval of the Evaluation Committee Report, agreement

resulting from this RFP will be finalized with the most advantageous Offeror(s), based on the evaluation factors outlined in this RFP. The most advantageous proposal may not necessarily be the one with the highest score. If mutually agreeable terms cannot be reached with the apparent most advantageous Offeror within the specified timeframe, the City of Santa Fe reserves the right to finalize a contract with the next most advantageous Offeror without initiating a new procurement process.

Upon finalization and receipt of a signed agreement, the Department will proceed with the award as outlined in the Sequence of Events or as soon as possible thereafter. Awards are subject to appropriate Department and City Manager/Governing Body approval. The subrecipient must not commence work until the Department issues a Purchase Order (PO).

## 13. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of agreements) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and

address of the protestor and the request for proposals' number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

### *C. GENERAL REQUIREMENTS*


GENERAL REQUIREMENTS.doc

# III. RESPONSE FORMAT AND ORGANIZATION

## A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. Each proposal will have one primary project option. Additional opportunities in support of the primary project can be included in the Value-Added Plan of the proposal. During the clarification phase, the offeror will go into more detail on the options and the city will determine which options that the city would like to accept.

## B. NUMBER OF COPIES

### 1. ELECTRONIC SUBMISSION ONLY

**Offerors must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Main and Cost) should be submitted, as outlined below.**

Main portion and cost portion of Offeror's proposal **must** be submitted in separate uploads as indicated below in this section and **must** be prominently identified as "Public Proposal," "Confidential Proposal," or "Cost Proposal," on the front page of each upload.

**ELECTRONIC proposal submissions must be fully submitted on: https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx by the submission deadline listed in the Sequence of Events submissions cannot be password protected and must be in PDF format.** ***The Offeror must ensure to allow adequate time for large PDF files (uploads/attachments) to fully complete the proposal response by the deadline, date, and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.***

***LATE PROPOSALS MAY NOT BE ACCEPTED***

Any proposal that does not adhere to the requirements of the **Response Format and Organization** section may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Offerors shall include the following forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offeror Form instructions may result in disqualification.

| Attachment | Form | Value |
|---|---|---|
| Attachment A | Proposal Cover Page, Declaration & Checklist | Required |
| Attachment B | Campaign Contribution Disclosure Form | Pass/Fail |
| Attachment C | Conflict of Interest | Required |
| Attachment D | Non-Collusion Affidavit | Required |
| Attachment E | Key Personnel Proposal Form | Pass/Fail |
| Attachment F | Project Cost Proposal Form | Rated |
| Attachment G | Project Capability Submittal (SC/LE, VA) Checklist and Format | Pass/Fail |
| Attachment G1 | Scope/Level of Expertise Plan (SC/LE) | Rated |
| Attachment G2 | Value Added Plan (VA) | Rated |
| Attachment H | Reference List | Pass/Fail |

# IV. EVALUATION

An Evaluation Committee will evaluate and score the responses to the RFP based on the information provided in each response and committee's evaluation of the offeror's understanding of the objectives of this project. The Pre-Proposal Meeting will be important for Offerors to understand what information needs to be included in their proposals.

Proposals will be reviewed based on the criteria listed below. These points have been evaluated as critical qualifications to the success of the project

| No. | Rating Criteria | % Weighting |
|---|---|---|
| 1 | Scope/Level of Expertise Plan (SC/LE) | 35 |
| 2 | Value Added Plan (VA) | 5 |
| 3 | Cost Proposal | 35 |
| 4 | Interview | 25 |

## A. DESCRIPTION OF EVALUATION

To ensure that a proposal is complete and addresses all key RFP issues, proposals must adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

a) **Proposal Cover Page, Declaration and Checklist:** Offerors will prepare and submit the Proposal Cover Page, Declaration and Checklist (Attachment A).

b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. The offeror shall provide the name of the Primary Project Lead (the personnel must be the person who will be interviewed if shortlisted) that the offeror proposes to execute the project pursuant to a resultant agreement.

c) **Project Cost Proposal Form.** The offeror will prepare and submit a cost proposal and breakout (see Attachment F). Attachment F must be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information regarding the overall project. Any financial information associated with a Value Add (Attachment G2) can be included in that section and will be seen by the Evaluation Committee.

d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).

i. Purpose of PC Submittal

1. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand and deliver the intended project.
2. Provide high performing offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.

ii. PC Submittal Format Requirements

1. PC submittal must NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
2. A PC proposal template is included in this RFP. This document must be used by all offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors must type their responses on the Word template provided.
3. Failure to comply with any of the PC format requirements may result in disqualification.
4. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the City that the offeror has expertise for the specific project being proposed on.
5. References used in the PC submittal must be listed in the Attachment H Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.

iii. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise Plan is to allow offerors to differentiate themselves based on their technical capability and understanding of the City's specific needs. It should summarize the metrics that show the offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. Offerors should identify scope based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated

with technical capabilities listed in the SC/LE plan must be included in the proposed base project cost (see Attachments F and G1).

iv. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the City at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the offeror should identify: 1) what the City may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The offeror should list the cost and time impact of its options or ideas. All cost and revenue impacts associated with these Value-Added options (Attachment G2) must NOT be included in the proposed base Cost (see Attachment F).

v. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).

e) Interviews – The city may shortlist (if necessary) the top-rated Offerors. The shortlisted Offerors will be required to participate in an interview to evaluate expertise. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify Pricing Proposal if requested

f) Federal Funding – Due to federal funding for the resultant agreements, local preferences cannot be applied to this procurement. All qualified offerors will be evaluated equally.

## B. PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA)

There are two revenue controls in the BVA including:

a) Best Value Check: After the prioritization of offerors, if the best value Offeror is within 15% of the next best value cost proposal, the best value Offeror will be prioritized first. If not within the range, the best value Offeror will attempt to justify why they should be awarded the agreement. If the justification is clear to the Evaluation Committee, they will move into the clarification period.

b) Selection Check: Before the agreement is awarded, an evaluation committee report must be given for the best value Offeror. If the justification is not sufficient, the award may go to the next best value who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror. The Offeror selected for an award will be the one whose proposal is responsive, responsible, and is the most advantageous to City, as determined by the City in its sole discretion.

## C. CLARIFICATION

The potential best value Offeror(s) will be required to complete the Clarification Phase as outlined in the Clarification Phase Guide (Attachment I). The intent of this phase is to allow the Offeror(s) an opportunity to clarify their proposal, address any issues or risks, any concerns to be resolved, develop a Weekly Risk Report (Attachment J), and prepare a presentation for the Clarification Meeting.

## D. AWARD

The City will notify each offeror in writing of the City's decision.

a) The City reserves the right to reject any or all proposals and to award more than one offeror and to an offeror other than the lowest-priced offeror. The decision of the RFP award(s) by the City is final.

b) The City at its sole discretion may decide to take no procurement action because of the RFP and/or may re-issue all or portions of the RFP.

c) The City reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final award(s) is/are dependent upon the Offeror's Scope of Work (SOW) being acceptable to the City. Proposals and contents provided by the Offeror will be considered agreement obligations. Any new or unique requirements because of the RFP response can be added or amended, at the City's sole option, to the existing agreements. Obligations of confidentiality will be an important condition of any resulting agreement arrangement. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence during the evaluation process.

All Offerors' performance will be tracked by the Department POC through the Weekly Risk Report System (See Attachment J).

# ATTACHMENT LIST – List of all attachments included in the RFP

| | |
|---|---|
| Attachment A | Proposal Cover Page, Declaration & Checklist |
| Attachment B | Campaign Contribution Disclosure Form |
| Attachment C | Conflict of Interest |
| Attachment D | Non-Collusion Affidavit |
| Attachment E | Key Personnel Lead Form |
| Attachment F | Project Cost Proposal Form |
| Attachment G | Project Capability Submittal (SC/LE, VA) Checklist and Format |
| Attachment G (1) | Scope / Level of Expertise Plan (SC/LE) |
| Attachment G (2) | Value-Added Plan (VA) |
| Attachment H | Reference List |
| Attachment I | Clarification Phase Guide |
| Attachment J | Weekly Risk Reporting System Guide |
| Attachment K | Program Acceptance Criteria |
| Attachment L | Draft Agreement |

# ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror must complete and submit this Attachment. This Attachment shall be the cover page for the Proposal. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

| | | |
|---|---|---|
| ☐ | Attachment A | Proposal Cover Page, Declaration & Checklist |
| ☐ | Attachment B | Campaign Contribution Disclosure Form |
| ☐ | Attachment C | Conflict of Interest |
| ☐ | Attachment D | Non-collusion Affidavit |
| ☐ | Attachment E | Key Personnel Lead Form |
| ☐ | Attachment F | Project Cost Proposal Form |
| ☐ | Attachment G | Project Capability Submittal (LE, RA, VA) Checklist and Format |
| ☐ | Attachment G (1) | Level of Expertise (LE) Plan |
| ☐ | Attachment G (2) | Value Added (VA) Plan |
| ☐ | Attachment H | Reference List |

RFP # 25102

Phone Number

Company Name

Mailing Address

FEIN#

City and Country

NM CRS#

2. **Identify the individual(s) authorized by the organization to (A) agreement obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

| | A<br>Agreement Obligate | B<br>Negotiate* | C<br>Clarify/Respond to Queries* |
|---|---|---|---|
| **Name** | | | |
| **Title** | | | |
| **Email** | | | |
| **Telephone** | | | |

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):

____ No subcontractors will be used in the performance of any resultant contract, OR

____ The following subcontractors will be used in the performance of any resultant agreement

_____

(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant** agreement (N/A, None, Does not apply, etc. are acceptable responses to this item.)

_____

(Attach extra sheets, as needed)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following**:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP; and
- I acknowledge receipt of all amendments to this RFP, if any.

_____ _____, 20_____

Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above*.)

# ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective subrecipient subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective subrecipient to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the subrecipient signs the agreement if the aggregate total of contributions given by the prospective subrecipient or a family member or representative of the prospective subrecipient to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective subrecipient submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective subrecipient or a family member or representative of the prospective shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase agreement.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section 13-1-181 or a agreement that is executed may be ratified or terminated pursuant to Section NMSA 1978, Section 13-1-182 if a prospective subrecipient fails to submit a fully completed disclosure statement pursuant to this section; or a prospective subrecipient or family member or representative of the prospective subrecipient gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective subrecipient.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE Subrecipient WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the agreement for which the prospective subrecipient is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase agreement contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money. or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without

compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective subrecipient, if the prospective subrecipient is a natural person; or (b) an owner of a prospective subrecipient

"**Pendency of the procurement process**" means the time between the public notice of the RFP and ending with the award of the agreement or the cancellation of the RFP.

"**Prospective Subrecipient**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, Section 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase agreement

"**Representative of a prospective** subrecipient means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective subrecipient

**Name(s) of Applicable Public Official(s) if any:** _____

Alan Webber, Mayor
Councilor Signe I. Lindell, District 1, Pro Tem
Councilor Alma Castro, District 1
Councilor Carol Romero-Wirth, District 2
Councilor Michael Garcia, District 2
Councilor Lee Garcia, District 3
Councilor Pilar F.H. Faulkner, District 3
Councilor Amanda Chavez, District 4
Councilor Jamie Cassutt, District 4

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE subrecipient

Contribution Made By: _____

Relation to Prospective subrecipient: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

**--OR—**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE** to an applicable public official by me, a family member or representative.

_____ _____

Signature Date

_____

Title (Position)

# ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

***Complete, sign and return with your proposal.***

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City agreement and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to each key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the recipient and known key personnel needs to describe the conflict.

The recipient agrees that, if after award, an organizational conflict of interest is discovered, the recipient makes an immediate and full written disclosure to the City that includes a description of the action that the recipient has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the agreement for the Project. If the recipient was aware of an organizational conflict of interest prior to the award of the agreement and did not disclose the conflict to the City, the City may terminate the agreement for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Community Development Block Grant (CDBG) For the duration of this firm's involvement in the CDBG agreement, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the CDBG . agreement

I certify that this firm will keep all recipient agreement information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the recipient agreement . I understand that if this firm leaves this CDBG agreement before it ends, this firm must keep all agreement information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the CDBG agreement information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately if I or another person within this organization either learn or have reason to believe that any person who has access to the agreement confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process, or the agreement may be canceled.

# ATTACHMENT D - NON-COLLUSION AFFIDAVIT

***Complete, Sign and Return with your proposal.***

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

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

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

# ATTACHMENT E – KEY PERSONNEL LEAD FORM

**Offeror Key Personnel Lead:** _____

# ATTACHMENT F - PROJECT COST PROPOSAL FORM

**Project Initiative/Title**: _____

**Total Cost Proposal:** _____

Provide a Total Cost to deliver the requested project, including all the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out in two separate methods. Costs not listed in your proposal cannot be billed/invoiced if you are awarded.

1. A cost breakout by ten project milestones.
2. A cost breakout by project area (Labor, Materials and Overhead)
    a. Equipment should be included in labor

| # | Milestone | Cost |
|---|---|---|
| 1 | | $ |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| 7 | | $ |
| 8 | | $ |
| 9 | | $ |
| 10 | | $ |
| | **Total Cost** | **$** |

| # | Project Area | Cost |
|---|---|---|
| 1 | Labor (# of Work hours) | $ ( ) |
| 2 | Materials | $ |
| 3 | Overhead | $ |
| | **Total Cost** | **$** |

# ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror must complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 4-page PC Submittal limit. Failing to answer or answering "No" to any of the questions below may result in disqualification.

| | | |
|---|---|---|
| 1. | Is your PC Submittal (attachments G1, & G2) a total of 4 pages or less (2 page maximum per document)? | ☐ Yes ☐ No |
| 2. | Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is? | ☐ Yes ☐ No |
| 3. | Do you understand that you must use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses? | ☐ Yes ☐ No |
| 4. | Do you understand that the contents of PC Submittal will become part of the Agreement? | ☐ Yes ☐ No |
| 5. | Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements? | ☐ Yes ☐ No |

# ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE)

Offerors must use this template. The Offeror **may not change prefilled information (except for instructions) or exceed the 2-page limit for this section.** The first page will contain the scope description of what they are proposing on the second page the Offerors should identify their project performance metrics for each of the requirements. They should also put a reference # for the metric that correlates with the number on the Reference list Attachment H. The Offeror can also add additional project performance metrics that they feel differentiates themselves from other offerors. Do NOT include any identifying information in your Scope/Level of Expertise Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List.

**Scope Description:**
*This section will be used for the offeror to describe what they are proposing. We suggest making it brief, and simple so the committee understands what the proposal is. This section is not to go into all the details of the proposal but to give a high-level summary for the selection committee.*

***Note: the instructions above may be deleted from this form.**

| Requirement | City of Santa Fe | Offeror's Project Performance | Ref # |
|---|---|---|---|
| # of years' experience with Low-Moderate Income (LMI) persons | 1 | | |
| # of LMI persons projects | 1 | | |
| Average Budget ($) | $600K | | |
| Average Duration (months) | 18 months | | |
| Average # of LMI impacted | N/A | | |
| Average Customer Satisfaction | 10/10 | | |
| Average Time Deviation (%) | 0% | | |
| Average Cost Deviation (%) | 0% | | |

| Additional Project Performance Criteria | Offeror's Project Performance | Ref # |
|---|---|---|
| | | |
| | | |
| | | |

# ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Offerors must use this template. The Value-Added Plan should identify any **value-added options or ideas that may benefit the City**. The value-added claims should be prioritized (identify the most important claims first). The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 2-page limit for this section**. Do NOT include any identifying information in the Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List. Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

***Note: the instructions above and the example in table below may be deleted from this form.**

| # | Value Added | Cost | Delay | Impact | Ref # |
|---|---|---|---|---|---|
| 0 | Expand Project to impact 30% more Low-moderate income persons | 25% | 0 | Increased cost by 25% | 1 |
| 1 | | | | | |
| **2** | | | | | |
| 3 | | | | | |

# ATTACHMENT H – REFERENCE LIST

Offerors must use this template. The Reference List's "Ref #" must correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans. All references cited must have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by City. Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

| Ref # | Client Name | POC Name | Email | Phone | Project Cost | Duration |
|---|---|---|---|---|---|---|
| 0 | Client A | POC Name A | A@gmail.com | (###) ### - #### | $ 1,800,000 | 1/1/2020 - 5/1/2020 |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |

# ATTACHMENT I – CLARIFICATION PHASE GUIDE

## 1. OVERVIEW

a. The Clarification Phase is not a negotiation phase. Offerors will not be permitted to modify their cost/fee/financial rates, project durations, or project team unless the City requests changes. The Clarification Phase is started by the notification of the Prioritized highest scoring Best Value Offeror(s) and ended by the final presentation to the City after all issues have been addressed. If the City is not satisfied during the Clarification Phase, or upon completion of the First Clarification Meeting and Clarification Summary Meetings, the City may consider another Offer for potential award (this Offeror would also have to participate in a Clarification Phase). If the Offeror provides all required documents and meets the requirements of the city with the potential Best-Value Offeror, The City may proceed with award(s).

b. The Clarification Phase is carried out prior to the signing of the contract. The City's objective is to have the products/services maximized without any Offeror price increases, and with high customer satisfaction. At the end of the contract period, the City will evaluate the performance of the Offeror based on these factors, so it is very important that the Offeror pre-plans the project and utilizes the Weekly Risk Report to mitigate risk.

c. It is the Offeror's responsibility to ensure they understand the scope of their product/service offering and to clearly identify what they are delivering. It is the Offeror's responsibility to manage and mitigate the risk of their offering. It is the City's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed.

d. The Clarification Phase provides the Offeror with an opportunity to identify their scope with a detailed specification and a simplified list of their tasks and financial streams. The City has the right to accept or reject this proposal. The City also has the right to identify its perceived risks, concerns, and issues which it will require the Offeror to mitigate and manage. The major deliverables in the Offeror's scope of services in the Clarification Phase include:

   i. Proposed detailed plan from beginning to end.
   ii. Integrated cost/time schedule that the BV Offeror will use to track cost/time deviations.
   iii. Simplified milestone schedule that non-technical stakeholders can follow to track deviations.
   iv. A Cost Proposal presented in two ways: milestone schedule and major areas.
   v. If any risk is identified, the Offeror must ensure that meeting minutes identify that the Offeror has a mitigation plan for the perceived risk to their proposed plan.
   vi. A Weekly Risk Reporting System (WRRS, Attachment J), which will track the implementation or delivery of the service. The service should never be executed without a Purchase Order (PO) and the WRR. The Offeror will be responsible for using the WRR to track the performance of the project, update the WRR, and send all stakeholders a copy of the WRR on a weekly basis. The WRR shall include updated: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, 4) risk mitigation and other performance metrics.

## 2. PRE-PLANNING AND COORDINATION

a. Offerors may be required to provide the City with supporting documentation for any information listed in their submittals before entering the Clarification Phase.

b. The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The Offeror is required to perform the following functions as part of, or in preparation for, this Meeting:
    i. Ensure that the City has invited all its stakeholders and participants to the meeting (including the City, sub-Offerors, designer / AE, interested parties, etc.).
    ii. Present the scope of services (schedule, cost, deliverables, etc.).
    iii. Identify the City's responsibilities.
    iv. Propose the Weekly Risk Report (WRR) format.
    v. Field questions and concerns from City stakeholders.
    vi. Listen to concerns, issues, and comments from the City stakeholders.
    vii. Propose a schedule to finalize the Clarification Phase and the agreement documents.

c. Once the First Clarification Meeting is held, and if the City is comfortable with the Offer, the Clarification Phase begins. The Offeror may be required to complete the following:
    i. Revisit the site/buildings/campus to do any additional investigating.
    ii. Coordinate with all parties that will be involved with the delivery of products/services.
    iii. Resolve concerns and issues with mitigating actions. Prepare to summarize resolutions in the final Clarification Phase Summary Presentation meeting.
    iv. Finalize the Clarification Document (agreement, WRR, payment schedule, scope of work).

**3. CLARIFICATION DOCUMENT**

The final Clarification Document will include the following:

a. Executive Summary - high level summary of scope documents that clearly addresses what is in scope [being delivered] and what is out of scope for the project.
b. Finalized scope documents which include details on how the tasks will be completed.
c. Description of the end deliverable in terms of simplified metrics.
d. Detailed scope descriptions– A specific breakout of every action required for the Offeror to perform the work. Including all activities required by the Offeror, City and stakeholders to perform the work, inclusive of a detailed schedule and milestone schedule.
e. Weekly Risk Report format (WRR)
f. Project financial summary.
    i. The Offeror's Original Price Proposal.
    ii. A list of agreed/accepted Value-Added Options (with impact to price)
    iii. A list of agreed upon Scope Changes or Additional Work with impact to price.
    iv. A Price Breakout and Payment Schedule.
g. Project and emergency contact list.
h. PowerPoint presentation that describes the scope of the project in terms of cost, time, deliverables and how the deliverables acceptance will be decided.

**4. FINAL CLARIFICATION MEETING**

a. The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

b. The Offeror should give a presentation, which walks the City through the entire agreement period and summarizes all the coordination and planning done during the Clarification Phase. The Offeror should bring its team, and all the documents specified in the Clarification Document. The Offeror should come with documents explaining what the City is responsible for during the agreement period. The Offeror must convince the City that they have minimized or mitigated all risks and will not be surprised once the service/production begins. The Clarification meeting presentation (and meeting minutes, if applicable) will become part of the agreement along with the other documents from the Clarification Phase.

# ATTACHMENT J – WEEKLY RISK REPORTING SYSTEM GUIDE

**Overview**

The Weekly Risk Reporting System (WRRS) is a companion to the Quality Control Plan that is created by the best value Offeror during the Clarification Phase. The report serves as a tool for the City in analyzing the performance of the Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the WRRS is to allow the Offeror to document and manage all risks that occur throughout a project. Risk is defined as anything that might impact the project scope, cost, and schedule. This includes risks that are caused by the Offeror (or entities subcontracted by the Offeror), and risks that are caused by City (scope changes, unforeseen conditions, etc.). The City's Project Manager may also require the Offeror to document risks that may impact the City satisfaction.

**Submission**

The weekly report is an Excel file that must be submitted every week. The report is due every week once the agreement award is issued, until the Project is 100% complete (and final payment is made). The Excel spreadsheet will be available from the City upon request.

The completed report must be saved using the date and name of the Project given by the City (Format: YYMMDD_Project Name; For example, 'HCM Project' for the week ending Friday, Oct 7, 2021, should be labeled '211007_HCM Project'). Weekly Reports are to be emailed by Monday.

The weekly risk report consists of reporting the project performance metrics, cost, scope changes or unforeseen events that are risks to the project in terms of scope and cost deviations, or City satisfaction including any risks that could potentially develop into an issue. When a new risk is identified, it is added to the weekly risk mitigation log.

When a risk has become an issue and causes deviation to project cost, time or quality, it is added to a project deviations log, along with the following: Identification date (date the issue was identified), plan to resolve issue, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

As deviations arise that warrant attention, the Offeror should not wait to submit the weekly risk report. The Offeror must contact the City if there are any risks or potential risks identified that are or could be rated at a high level. When a risk is eliminated or the issue is resolved, the actual date of elimination or resolution must be listed.

The City will analyze the reports for accuracy and timeliness. The reports will be used in part by the City to determine the overall final performance rating of the Offeror (and its team).

# ATTACHMENT K – PROGRAM ACCEPTANCE CRITERIA

## EVALUATION POINT SUMMARY FOR PRESENTATIONS

The City's Community Development Commission (CDC) is designated to make the initial funding recommendation of Community Development Block Grant (CDBG). At its discretion, the City reserves the right to alter the membership and size of the committee. The CDC will be determining in the clarification meetings which projects will be accepted. They will be using these criteria to rate the projects.

| PROGRAM CRITERIA | Weighted Value | Eval Points (1-5) | Total Points | Max. Score |
|---|---|---|---|---|
| **Need/Benefit & Project Feasibility**<br>• Does the proposed use address a demonstrated need?<br>• Is a special needs population served?<br>• Compliance with local plans, priorities, codes<br>• Demonstrates collaboration with other agencies, programs, etc. | **40%** | _____ | _____ | **200** |
| **Demonstrated Capability – Organizational Management**<br>• Staff/ Organizational experience<br>• Expertise in type(s) of housing or service(s) proposed<br>• Financial soundness | **35%** | _____ | _____ | **175** |
| **Funding Feasibility & Performance Measurement**<br>• Steps/phases to complete the activity are organized and well-articulated<br>• Are performance measurements, outcomes and proposed outcomes well presented? Realistic? Well- supported in the application? | **25%** | _____ | _____ | **125** |
| **TOTAL:** | **100%** | | | **500** |

Evaluation Point Summary **EVALUATION POINTS:** **1 -- Lowest** **5 – Highest**

| CDBG Compliance Criteria (Check one) | Pass | Fail |
|---|---|---|
| **National Objective Compliance**<br>• Benefits low/moderate income persons/households?<br>• Prevents slum/blight?<br>• Serves a Low to Moderate Income (LMI) Area (i.e. Census Tract)? | | |

| | | |
|---|---|---|
| **Consolidated Plan Compliance**<br>Does the application demonstrate that it meets Consolidated Plan priorities? | | |
| **Budget**<br>• Is the proposed budget realistic?<br>• Are other funding sources secured?<br>• Is the $1: $1 leverage requirement met? | | |
| **Note that to be considered for CDBG Funding, application must "pass" on all criteria** | | |

# ATTACHMENT L - DRAFT AGREEMENT

**The draft included in this Attachment represents the agreement the City intends to use to make awards. The City of Santa Fe reserves the right to modify the draft prior to, or during, the award process, as necessary.**

(Draft agreement attached as a separate document)

# URGENT-GB-020-Santa Fe Community Housing Trust

Final Audit Report 2026-03-27

| | |
|---|---|
| Created: | 2026-03-27 |
| By: | ALYSSA PEREZ (aeperez@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA87tc8yW91wPtySSaKyv6tbSJZCOJKM5P |

## "URGENT-GB-020-Santa Fe Community Housing Trust" History

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2026-03-27 - 5:24:22 PM GMT- IP address: 63.232.20.2

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2026-03-27 - 5:28:13 PM GMT

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2026-03-27 - 5:28:18 PM GMT- IP address: 51.54.38.120

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2026-03-27 - 5:28:30 PM GMT

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2026-03-27 - 6:20:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-03-27 - 6:20:48 PM GMT

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2026-03-27 - 6:21:00 PM GMT

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2026-03-27 - 7:26:34 PM GMT- IP address: 104.28.85.135

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2026-03-27 - 8:53:21 PM GMT - Time Source: server- IP address: 174.240.24.235

Document sent to ANDREA PHILLIPS (akphillips@santafenm.gov) and BRIAN MOYA (bjmoya@santafenm.gov) for signature. One of them to sign

2026-03-27 - 8:53:26 PM GMT

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2026-03-27 - 8:53:31 PM GMT

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

2026-03-27 - 8:53:31 PM GMT- IP address: 51.54.38.120

Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)

2026-03-27 - 9:10:34 PM GMT- IP address: 104.47.65.254

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)

Signature Date: 2026-03-27 - 10:13:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2026-03-27 - 10:13:42 PM GMT

**Signature:** Roberta Catanach

**Email:** RLCATANACH@SANTAFENM.GOV

# URGENT-GB-020-Santa Fe Community Housing Trust

Final Audit Report 2026-03-27

| | |
|---|---|
| Created: | 2026-03-27 |
| By: | ROBERTA CATANACH (RLCATANACH@SANTAFENM.GOV) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAlcltlFio3A4aalJonqUaqy1cXlxxGU5u |

## "URGENT-GB-020-Santa Fe Community Housing Trust" History

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2026-03-27 - 10:21:42 PM GMT

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Signature Date: 2026-03-27 - 10:23:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-03-27 - 10:23:18 PM GMT

Powered by Adobe Acrobat Sign

# City of Santa Fe New Mexico
## Memorandum

**DATE:** March 27, 2026

**TO:** Michael Garcia, Mayor

**VIA:** Andrea Phillips, Acting Finance Director, ANDREA PHILLIPS (Mar 27, 2026 16:00:29 MDT)
Heather Lamboy, Land Use Director Heather Lamboy
Faviola A. Chavez, Director, Office of Affordable Housing Faviola Chavez (Mar 27, 2026 15:58:19 MDT)

**FROM:** Roberta Catanach, Project Administrator RC

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**ITEM AND ISSUE:** Request for approval for the Community Development Block Grant (CDBG) Subrecipient Agreements in the total amount of $633,475 from the 2025 Award. Additionally, requesting Budget Adjustment Resolution (BAR) in the amount of $108,072.18 from CDBG Grant year 2023 and $27,885.15 from Grant year 2024, for a total of $769,432.33 for the Community Development Block Grant budget.

**BACKGROUND AND SUMMARY**: The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for a wide range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Nine applications were submitted for CDBG funds. Six CDBG applications were deemed responsive and eligible for funding. Because the funding requests for CDBG far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five-Year Consolidated Plan. The City of Santa Fe received a CDBG-EN FY2025 formula allocation of $633,475, of which 20% is set aside for program administration costs. There was a remaining of $108,072.18 from CDBG Grant year 2023 and $27,885.15 from Grant year 2024.

Grantee Requested Recommended Chainbreakers Collective $200,000 $0 Homewise 250,000 85,000 Interfaith 549,900 45,000 SF Civic Housing Authority 250,000 0 Sf Community Housing Trust 610,074 100,000 SF Habitat for Humanity 200,000 135,000 SFPS-Adelante 40,000 40,000 Youth Shelter 55,000 0 Youth Works 450,000 101,780 Total Admin 20% 126,695 126,695 $2,731,669 $633,47

| Grantee | Requested | Recommended |
|---|---|---|
| Chainbreakers Collective | $200,000 | $0 |
| Homewise | 250,000 | 85,000 |
| Interfaith | 549,900 | 45,000 |
| SF Civic Housing Authority | 250,000 | 0 |
| Sf Community Housing Trust | 610,074 | 100,000 |
| SF Habitat for Humanity | 200,000 | 135,000 |
| SFPS-Adelante | 40,000 | 40,000 |
| Youth Shelter | 55,000 | 0 |
| Youth Works | 450,000 | 101,780 |
| *Total Admin 20%* | 126,695 | 126,695 |
| | **$2,731,669** | **$633,475** |

PROCUREMENT METHOD: The procurement method is RFP #25102

FUNDING SOURCE: The funding source is: Fund Name/Number: Community Development/Fund 240 Munis Org Name/Number: Housing Community Development Programs/2402750 Munis Object Name/Number: Grants and Services/510400

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

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Community Development / Office of Affordable Housing | 1/5/2026 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Grants & Services | 2402750 | 510400 | AFH2624001 Homewise | 85,000 | |
| Grants & Services | 2402750 | 510400 | AFH2624002 Housing Trust | 100,000 | |
| Grants & Services | 2402750 | 510400 | AFH2624003 Interfaith | 45,000 | |
| Grants & Services | 2402750 | 510400 | AFH2624004 Habitat | 134,926 | |
| Grants & Services | 2402750 | 510400 | AFH2624005 Adelante | 40,000 | |
| Grants & Services | 2402750 | 510400 | AFH2624006 Youthworks SC JST | 75,000 | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| US Dept. Housing Urban Dev | 2402750 | 490520 | | | 763,304 |
| US Dept. Housing Urban Dev | 2402750 | 490520 | | (153,549) | |
| US Dept. Housing Urban Dev | 2402750 | 490520 | AFH2624001 Homewise | (85,000) | |
| US Dept. Housing Urban Dev | 2402750 | 490520 | AFH2624002 Housing Trust | (100,000) | |
| US Dept. Housing Urban Dev | 2402750 | 490520 | AFH2624003 Interfaith | (45,000) | |
| US Dept. Housing Urban Dev | 2402750 | 490520 | AFH2624004 Habitat | (134,926) | |
| US Dept. Housing Urban Dev | 2402750 | 490520 | AFH2624005 Adelante | (40,000) | |
| US Dept. Housing Urban Dev | 2402750 | 490520 | AFH2624006 Youthworks SC JST | (75,000) | |
| | | | | | |
| | | | | | |
| | | | | $ (153,549) | $ 763,304 |

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

The purpose of the BAR is to account for the amount awarded from the U.S. Department of Housing and Urban Development (HUD)

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 240 | (609,755) |
| | |
| | |
| | |
| **TOTAL:** | **(609,755)** |

Ruben Macias — Ruben Macias (Feb 4, 2026 14:31:49 MST) — 1/5/2026
Prepared By *{print name}* — Date

Faviola Chavez — Faviola Chavez — Feb 4, 2026
Division Director Signature *{optional}* — Date

Brian Moya — BRIAN MOYA — Feb 4, 2026
Department Director Signature — Date

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

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Andy Hopkins — Andy Hopkins — Feb 5, 2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

**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 JM

**RE:** McClure Dam Authorized Representatives and Agents No. DSB-FY26-HHPD-01

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## 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

**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

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" and adopting this resolution will satisfy this requirement; and

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE,** that the following provisions shall apply to the agreement:

1. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

   Grantee: City of Santa Fe
   Name: Michael Garcia
   Title: Mayor
   Address: PO Box 909
   Santa Fe, NM 87504
   Email: mayor@santafenm.gov
   Telephone: (505) 955-6590

2. The person listed below, or their successor, is the Grantee's Fiscal Officer or Fiscal Agent concerning reviewing and signing Requests for Payments for permissible expenditures:

   Grantee: City of Santa Fe
   Name: Erika Lujan
   Title: Grants Manager
   Address: 200 Lincoln Ave
   Santa Fe, NM 87501
   Email: evlujan@santafenm.gov
   Telephone: 505-479-1334

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

*Legislation/2026/Resolutions/McClure Dam Authorized and Representatives and Agents No. DSB-FY26-HHPD-0*

# 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 Amoun 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:_____

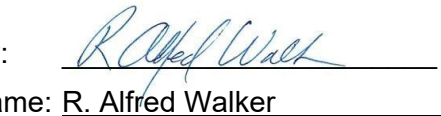
**AS TO BUDGET SUFFICIENCY**

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**

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City State Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

**II. Payment Computation**

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount *(If Applicable)*: _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment *(If Applicable)*

**III. Fiscal Year :** _____

*(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)*

**IV.** ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

**V.** ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer**
or **Fiscal Agent** *(if applicable)*

Printed Name

Date: _____

**Grantee Representative**

Printed Name

Date: _____

**(State Agency Use Only)**

**Vendor Code:** _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

**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 ☐ Final ☐ Other ☐ _____<br>Report Period: From ____ / ____ / ____ To ____ / ____ / ____ | |
| Field Orders Issued or Contemplated This Period:<br>No.____<br>No.____<br>No.____ | |
| Change Orders Issued or Contemplated This Period:<br>No.____ Net Change in Contract Price $ _____<br>Justification:<br>Original Contract Price: $_____ Current Contract Price: $ _____ | |
| CONTRACT TIME: Original Completion Date or Days _____<br>Current Completion Date or Days _____<br>Days Remaining for Completion _____<br>Percent Project is Complete _____% On Schedule? Yes ☐ No ☐ | |
| 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)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 statues, 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.

XLI. 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.

XLII. 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.

XLIII. 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.

XLIV. 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 2C.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 or 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.

**FIR No. 10745**

# 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 Marcos Martinez (Mar 20, 2026 09:59:23 MDT) **Date:** 03/20/2026

**Reviewed by Finance Director:** ANDREA PHILLIPS (Mar 20, 2026 10:19:33 MDT) **Date:** 03/20/2026

**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 |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

**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:** jdroach@santafenm.gov

**Signature:**

**Email:** jmmontoya@santafenm.gov

**Signature:**

**Email:** trjurgens@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 Jesse Roach
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

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**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

**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**

underscored material = new [~~bracketed material~~] = delete

**PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.**

Capitalized terms used in the following recitals have the same meaning as defined in this Ordinance unless the context requires otherwise.

**WHEREAS,** the Borrower/Grantee is a legally and regularly created, established, organized and existing home-rule municipality under the constitution and general laws of the State of New Mexico, and more specifically, NMSA 1978 §§ 3-1-1 through 3-66-11, as amended, and is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the New Mexico Finance Authority (NMFA) and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

**WHEREAS**, pursuant to the Board Rules, the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

**WHEREAS,** Chapter 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 the Loan/Grant Agreement in order to finance the Project; and

**WHEREAS,** the NMFA approved on May 22, 2025, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

**WHEREAS,** the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to

the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

**WHEREAS,** the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

**WHEREAS,** the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

**WHEREAS,** there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

**WHEREAS,** the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

**WHEREAS,** the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

**WHEREAS,** all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:**

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $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 the Loan/Grant Agreement.

"Authorized Officers" means any one or more of the Mayor, Mayor Pro Tem, City Manager and City Clerk of the Borrower/Grantee.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico

Water Trust Board, 19.25.10 NMAC.

"Borrower/Grantee" means the City of Santa Fe, New Mexico.

"Closing Date" means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

"Completion Date" means the date of final payment of the cost of the Project.

"Conditions" has the meaning given to that term in the Loan/Grant Agreement.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" has the meaning given to that term in the Loan/Grant Agreement.

"NMFA" means the New Mexico Finance Authority.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means duly organized City Council and Mayor of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $1,500,000.

"Gross Revenues" has the meaning assigned to such term in Ordinance 2016-19 of the Borrower/Grantee (the "Master Utility Ordinance").

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this

entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of $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 the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $2,500,000.

"Loan/Grant Agreement" means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Ordinance.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System;

(b) insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay Debt Service Requirements on System Bonds) for Credit Facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) the costs of audits of the books and accounts of the System;

(f) amounts required to be deposited in the Rebate Fund;

(g) salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance as it may be supplemented or amended from time to time.

"Pledged Revenues" means the Net Revenues of the System pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan/Grant Agreement and described in the Term Sheet.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"State" means the State of New Mexico.

"System" means the municipally owned public utility designated as the Borrower/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant Agreement.

"Useful Life" means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues

to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee,

and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

E. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

F. The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of $1,500,000 and borrowing the Loan Amount of $1,000,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Grant shall be in the amount of $1,500,000 and the Loan shall be in the amount of $1,000,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account

both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) on the Pledged Revenues subordinate to the lien thereon of all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, shall be on parity with the lien of the Loan/Grant Agreement authorized by this Ordinance.

Section 11. Authorized Officers. Authorized Officers are hereby individually

authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration. On and after the Closing Date, this Ordinance may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the

Mayor and City Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[*Remainder of page intentionally left blank.*]

[*Form of Notice of Adoption of Ordinance for Publication*]

**CITY OF SANTA FE, NEW MEXICO**

**NOTICE OF ADOPTION OF ORDINANCE**

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. _____, duly adopted and approved by the Governing Body of the City of Santa Fe, New Mexico on _____, 2026. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk at 200 Lincoln Avenue, Santa Fe, New Mexico 87501.

The title of the Ordinance is:

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF SANTA FE, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $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 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.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[*End of Form of Notice of Adoption for Publication*]

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Mar 3, 2026 16:21:27 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

*Legislation/2026/Bill/6613 McClure Dam Loan/Grant Agreement $2,500,000*

10741.0

# Attachment A

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$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.**

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**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 disbursal of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated

during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement or by electronic debit of the account identified in the ACH Authorization. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

## ARTICLE VII
## THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The 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_____
Geralyn Cardenas, Interim City Clerk

APPROVED AS TO FORM:

By_____
Marcos Martíez, 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<br>WPF-6315<br>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<br><br>**Contact Name:**<br>**Title:**<br>**Email Address:** | **Project Number**: WPF-6613<br>**Project Name**: McClure Dam repair project<br>**Project Type**: Design |

**Reporting Period: From** _____ **To**_____

☐ Quarterly Project Report: ☐1st ☐2nd ☐3rd ☐4th

☐ Final Project Report ☐ Other _____

**WPF Funding Expiration**: _____

**Total WPF Award**: $_____ **Current Balance**: $_____

Loan 40% Grant 60% Match $500,000

**Expected WPF Award Expenditure Next Quarter**: $_____

**Local Match Expenditure: To Date** $_____ **Next Quarter** $_____

**Project Phase:** ☐Planning ☐ Design ☐ Construction

**PROJECT COMPLETION: Original Date** _____ **Current Date**_____

_____**% Complete Days Remaining to Complete** _____ **On Schedule?** ☐**Yes** ☐**No**

**Briefly Describe Project Progress During This Reporting Period:**

**Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:**

**Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:**

**Authorized Officer** **PRINT NAME:**_____

**PRINT TITLE:**_____

**SIGNATURE:** **Date:**

***All fields must be completed.***

**EXHIBIT "E"**

**FORM OF CERTIFICATE OF COMPLETION**

RE: $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)

**FIR No. 10741.1**

# 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 (Mar 3, 2026 16:21:27 MST) **Date:** _____

**Reviewed by Finance Director:** 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 |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $2,500,000 | $ | $ | | NR | 505 | |
| Operating | $ | $ | $51,322.88 | | | | $ |
| Total: | $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:** jmmontoya@santafenm.gov

**Signature:** WALLAM SCHNEIDER

**Email:** whschneider@santafenm.gov

**Signature:** Alan Hook

**Email:** aghook@santafenm.gov

**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

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**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

**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

**WHEREAS,** effective policymaking benefits from regular collaboration and communication from policymakers, researchers, practitioners, and community members to identify issues, generate solutions, and inform policy decisions; and

**WHEREAS,** intergovernmental leadership and collaboration would allow the County and City to work together to test approaches and incorporate successful practices into policies and programs; and

**WHEREAS,** the Governing Body of the City and the Board of County Commissioners (collectively, the "Bodies") believe that action-oriented, collaborative approaches and outcome-driven agendas in joint meetings will further the mutual goals of collaboration and ensuring that regional solutions are frequently explored and pursued when agreed upon; and

**WHEREAS,** the Bodies desire to establish a framework for joint meetings during calendar years 2026, 2027, 2028, and 2029.

**NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS AND THE GOVERNING BODY** that:

1. The Bodies shall meet at least twice per year, in June or July and November or December, at the call of the Mayor and Chair of the Board of County Commissioners, or upon the request of a minimum of three (3) County Commissioners and five (5) City Councilors.
2. The agenda for each joint meeting shall be independently approved by the Governing Body of the City and Board of County Commissioners. As appropriate and within budgeted resources, the County Manager and City 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 otherwise coordinate the preparation for and running of the joint meetings.

3. The governance of the joint meetings shall reflect a collaborative, co-leadership model focused on solution-oriented action and measurable outcomes, including the establishment and convening of "Action Working Groups" to address community priorities and issues of mutual concern between the City and the County.

    a. Action Working Groups shall be co-chaired by one member from each of the Bodies, each appointed based on their subject-matter expertise related to the issue of mutual concern.

    b. Participation in each Action Working Group shall include, at a minimum, two City Councilors and two County Commissioners to maintain balanced representation between the City and County.

    c. Each Action Working Group shall prioritize inclusive community participation, evidence-informed analysis, and practical implementation strategies designed to advance policy development, program design, and action-oriented outcomes that address shared City-County priorities.

4. Joint meetings of the Governing Body of the City and the Board of County Commissioners shall be held in the Chambers located at 102 Grant Avenue, Santa Fe, NM, or other appropriate locations that support public participation, technological access, and effective intergovernmental collaboration and that comply with NMSA 1978, Section 4-38-8. Meetings of Action Working Groups that include less than three (3) County Commissioners may be held at any location that meets the needs of the particular meeting.

5. The Bodies anticipate collaborating on areas of mutual interest for collaborative discussion, planning or action. Such areas may include, but are not limited to, the following:

    a. services for unhoused and justice-involved constituents;

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*

**FIR No. 10750.1**

# 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:** [signature] **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**

x Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE 2026 | FYE 2027 | FYE 2028 | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

**Expenditure Narrative:**

**Revenue**

| Revenue Type | FYE 2026 | FYE 2027 | FYE 2028 | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**

**Signature:**

**Email:** bjmoya@santafenm.gov