Agenda

Regular Meeting of the Governing Body
January 15, 2025 at 4:40 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

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

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

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

Written Public Comment: Members of the public may submit written comments on legislation by clicking on the comment bubble to the right of the meeting on the public portal until 5 p.m. the day before the meeting.

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

Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone using the following link: https://santafenm-gov.zoom.us/j/82022853672.

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: **820 2285 3672**. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Recognition

a. Special Award Presented by Kiwanis Club of Santa Fe to Police Capitan Amanda Montano and Special Events Coordinator Barbara Lopez for their Outstanding Efforts in Ensuring the Safety and Success of the 100th Burning of Zozobra. (Raymond G. Sandoval, Zozobra Event Chairman)

2. Call to Order

3. Roll Call

4. Pledge of Allegiance

   a. Councilor Lindell - ,

5. Salute to the New Mexico Flag

   a. Councilor Romero-Wirth - ,

6. Invocation and Rememberances

   a. Councilor Lee Garcia - ,

7. Approval of Agenda

8. Approval of Consent Agenda

9. Presentations

10. Action Items: Consent Agenda

    a. Request for Approval of the December 11, 2024 Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Assistant City Clerk; gfcardenas@santafenm.gov)

       Committee Review:
       Governing Body: 01/15/2025

    b. Request for Approval of a Budget Amendment Resolution (BAR) from the CIP Construction to Return Funds from CIP Community Development to the Affordable Housing Trust Fund for the Lamplighter Project in the Amount of $105,027. (Johanna Nelson, Economic Development Director and Affordable Housing Interim Director, jcnelson@santafenm.gov)

       Committee Review:
       Quality of Life Committee: 01/08/2025
       Finance Committee: 01/13/2025
       Governing Body: 01/15/2025

    c. Request for Approval of a Budget Amendment Resolution (BAR) in the Total

Amount of $4,109,145 from the Wastewater Utility Cash Balance to the Repair and Maintenance Expenditures to Fund a Contract with AAC Construction to Bring the Paseo Real Wastewater Reclamation Facility to Compliance from Violations of the Clean Water Act. (Paul F. Heerbrandt, Engineer Supervisor: pfheerbrandt@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 01/06/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

d. Request for Approval of a General Services Contract with B&D Industries in the Total Amount of $477,016.30 for Replacement of Heating and Cooling Units at the Southside Library with a Term Ending June 30, 2026. (Spencer Schwartz, Public Works Project Manager; smschwartz@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 01/06/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

e. Request for Approval of a General Services Contract with B&D Industries in the Total Amount of $1,000,000 for On-Call Plumbing, Mechanical, and HVAC Services at Genoveva Chavez Community Center with a Term Ending June 30, 2028. (Spencer Schwartz, Public Works Project Manager; smschwartz@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 01/06/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

f. Request for Approval of the New Mexico Department of Finance and Administration General Fund 93100 Capital Appropriation Project Grant Agreement 24-I3145 in the Total Amount of $175,000 for Renovations to El Museo Cultural de Santa Fe Facility with a Reversion Date of June 30, 2028. (Tim Farrell, Public Works Property Development Manager; tgfarrell@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $175,000 from the 2024 Capital Appropriation to FY25 Revenue and Expenses for the Santa Fe Railyard.

Committee Review:

Public Works and Utilities Committee: 01/06/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

g. Request for Approval of the New Mexico Department of Finance and Administration Capital Appropriation Project Grant Agreement 24-I3144 in the Total Amount of $100,000 for the Railyard Performance Center Facility Improvements with a Reversion Date of June 30, 2028. (Tim Farrell, Public Works Property Development Manager; tgfarrell@santafenm.gov).

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $100,000 from the 2024 Capital Appropriation to FY25 Revenue and Expenses for the Santa Fe Railyard.

Committee Review:
Public Works and Utilities Committee: 01/06/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

h. Request for Approval of the New Mexico Department of Finance and Administration General Fund 93100 Capital Appropriation Project Grant Agreement 24-I4219, in the Total Amount of $126,950 for Renovations to El Museo Cultural de Santa Fe Facility with a Reversion Date of June 30, 2026. (Tim Farrell, Public Works Property Development Manager; tgfarrell@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $126,950 from the 2024 Capital Appropriation to FY25 Revenue and Expenses for the Santa Fe Railyard.

Committee Review:
Public Works and Utilities Committee: 01/06/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

i. Requests for Approval of Amendment No. 1 to Item #23-0010 with Kiwanis Club of Santa Fe to Increase Compensation in the Amount of $90,000 for a New Total Amount of $390,000 for Reducing the Reliance on Private Business Sponsorship to Support the New Year's Eve and Dias de los Muertos Events. (Jordan Guenther, TSF Interim Executive Director jguenther@santafenm.gov)

Committee Review:
Quality of Life Committee: 01/08/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

j. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $286,560 to Increase WIP Construction Using Funds Budgeted in Miscellaneous Revenue During FY24. (Kelly Bynon, Administrative Manager; kabynon@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 01/06/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

k. Request for Approval of New Mexico Department of Finance and Administration (DFA) General Fund 93100 Capital Appropriation Project Agreement for $250,000 to Purchase and Install Self-Contained Breathing Apparatus for the Fire Department with a Reversion date of June 30, 2026. (Sten Johnson, Assistant Fire Chief, sajohnson@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $250,000 from the DFA Grant into FY25 Fire Department Revenue and Safety Equipment Expenses.

Committee Review:
Public Works & Utilities Committee: 01/06/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

l. Request for Approval of a United States Department of Justice Bureau of Justice Assistance Grant for $300,000 to Purchase and Install a New Vehicle and Data Processing Equipment with a Reversion date June 30, 2027. (Sten Johnson, Assistant Fire Chief; sajohnson@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $300,000 from the DOJ Grant into FY25 Fire Department Revenue.

Committee Review:
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

m. Request for Approval of the Certification for Allocation 22-ZG1016-48 with New Mexico Department of Finance and Administration for Recruitment and Retention Stipends for Law Enforcement Officers at the Santa Fe Police Department in the Amount of $56,250 for FY25. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov)

Committee Review:
Quality of Life Committee: 01/8/2025
Finance Committee: 01/13/2025

Governing Body Committee: 01/15/2025

n. Request for Approval of Amendment No. 1 to Intergovernmental Services Agreement with New Mexico Economic Development Department to Extend the Performance Period to June 30, 2025. (Johanna Nelson, Office of Economic Development Director: jcnelson@santafenm.gov and Chelsey Johnson, Arts and Culture Director: cxjohnson@santafenm.gov)

Committee Review:
Quality of Life Committee: 01/08/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2024

o. Request Approval to Purchase a Rapid HIT ID DNA Machine from Fisher Scientific in the Total Amount of $207,205.50. (Paul Joye, Chief of Police, pmjoye@santafenm.gov)

Committee Review:
Quality of Life Committee: 01/08/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

p. Request for Approval of Amendment No. 1 to Intergovernmental Services Agreement Item #24-0555 with New Mexico Aging and Long-Term Services Department to Adjust Scope of Work Reducing 2.25 Volunteer Service Years from the Senior Companion Program and Allocating 2.25 Volunteer Service Years to the Care Companion Program. (Theresa Trujillo, In-Home Support Services Supervisor; tptrujillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 01/08/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

q. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $183,874 from the Water Enterprise Cash Fund to Water WIP Design for Water-Related Engineering Services. (Clinton Peterson, Engineer Associate; cdpeterson@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 01/06/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

r. Request for Approval of Amendment No. 1 to Legal Services Contract Item

#23-0415 with Stein & Brockmann, P.A. to Increase Compensation by $324,562.50 for a New Total Amount of $389,475 and to Extend the Term to June 30, 2027 for Addressing Recent Legal Challenges Related to the Division's Work for the San Juan Chama Return Flow Pipeline Project. (Bill Schneider, Water Resources Coordinator; whschneider@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 01/06/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

s. Request for Approval of Construction Contract with Vital Consulting Group LLC in the Total Amount of $7,182,098.05 Including NMGRT to Complete a Two-Phased Demolition and Reconstruction of the Terminal Ramp at the Santa Fe Regional Airport for a Four-Year Term. (Sebastian Gallegos, Project Administrator; sfgallegos@santafenm.gov; James Harris, Airport Manager; jcharris@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 01/06/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

t. Request for Approval of a Wheeling Rate Agreement with Santa Fe County for Water "Wheeled" through the City's Water Transmission and Distribution Network to Reach the County Utility System. (Jesse Roach, Water Division Director; jdroach@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 01/06/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

u. Request for Approval of Amendment No. 3 to Item #21-0659 with Insight Public Sector to Increase Compensation in the Amount of $1,032,885.48 for a New Total Amount of $3,928,004.70 for Microsoft 365 Products and Services. (Eric Candelaria, ITT Department Director, edcandelaria@santafenm.gov)

Committee Review:
Quality of Life Committee: 01/08/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

v. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,570,927 to Increase Fiscal Year 2025 Expenditures Using U.S. Department of Transportation Federal Aviation Administration Grant Funding.

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

Committee Review:
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

w. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,000,000 from General Fund Balance to Construction Work in Progress for Site Planning, Development, or Purchasing of a Building or Property for Non-Congregate Sheltering Solutions. (Henri Hammond-Paul, Community Health and Safety Department Director, hmhammondpaul@santafenm.gov and Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov)

Committee Review:
Quality of Life Committee: 01/08/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

x. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Gross Receipts Tax and Property Tax Administration Fees Inadvertently Omitted from the FY25 Budget. (Andy Hopkins, Budget Officer, ajhopkins@santafenm.gov)

Committee Review:
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

y. CONSIDERATION OF RESOLUTION NO. 2025-___. (Mayor Alan Webber) A Resolution Adopting Annual Open Meetings Act Notice Requirements for 2025. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 12/11/2024
Public Works and Utilities Committee: 01/06/2025
Quality of Life Committee: 01/08/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

11. Action Items: Discussion Agenda

a. Recommendation to Deny **Appeal # 2024-8666 -APPL** by Karl Sommer, Agent for Ferran Properties LLC, of the Land Use Director Decision Not to Take Enforcement Action Against Mr. G's Auto Sales, LLC a/k/a Mr. G's Pro Tow, Located at 7617 Baca Lane. (Rebecca Mnuk-Herrmann, Assistant City

Attorney: ramnukherrmann@santafenm.gov)

12. Matters from the City Manager

13. Matters from the City Attorney

    a. EXECUTIVE SESSION

    In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Subparts (H)(2) and (7) of Section 10-15-1, Limited Personnel Matters and Attorney-Client Privileged Discussion of Pending and Threatened Litigation, in Particular the Status of the Administrative Investigation of Utilities Department Director John Dupuis and the City Manager Selection Process; and the case *Union Protectiva de Santa Fe vs. Mayor Alan Webber and the City of Santa Fe*, D-101-CV-2021-01373. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov)

14. Executive Session Action Items

    a. If Desired, Direction to Appeal One or More Holdings or Remedies from the December 20, 2024, "Findings of Fact, Conclusions of Law, and Judgement of the Court", in *Santa Fe vs. Mayor Alan Webber and the City of Santa Fe*, D-101-CV-2021-01373. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov).

15. Matters from the City Clerk

16. Communications from the Governing Body

17. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025_____. (Councilor Amanda Chavez) A Resolution Authorizing Representatives and Agents for New Mexico Department of Finance and Administration, Appropriation ID Number I3321, New Mexico Department of Transportation Control Number C5243321, to Acquire Rights of Way for and to Plan, Design, and Construct a Pedestrian Underpass on Saint Michael's Drive. (Regina Wheeler, Public Works Director; rawheeler@santafe.gov)

    Committee Review:
    Governing Body (Introduced): 01/15/2025
    Public Works and Utilities Committee: 01/21/2025
    Finance Committee: 01/27/2025
    Governing Body: 01/29/2025

    b. CONSIDERATION OF RESOLUTION 2025____. (Councilor Amanda Chavez) A Resolution Authorizing Representatives and Agents for New Mexico Department of Finance and Administration, Appropriation ID Number G3165, New Mexico Department of Transportation Control Number C5223165, to Plan, Design, Construct, Landscape, and Make Phase I Improvements to Medians on Arterial and Collector Roads for the City of Santa Fe in Santa Fe County. (Regina Wheeler, Public Works Director;

rawheeler@santafe.gov)

Committee Review:
Governing Body (Introduced): 01/15/2025
Public Works and Utilities Committee: 01/21/2025
Finance Committee: 01/27/2025
Governing Body: 01/29/2025

c. CONSIDERATION OF RESOLUTION 2025___. (Mayor Alan Webber)
A Resolution Accepting a Grant from the Que Linda Beautification Program Administered by the New Mexico Department of Transportation; Entering into a Grant Agreement for a Total Amount of $95,000.00, Term Ending June 30, 2025; Identifying the City Manger or City Manager's Designee as the Signatory for the Agreement. (Jason Sharp, Santa Fe Parks Superintendent; jtsharp@santafenm.gov)

Committee Review:
Governing Body (Introduced): 01/15/2025
Public Works and Utilities Committee: 01/21/2025
Finance Committee: 01/27/2025
Governing Body: 01/29/2025

18. Petitions from the Floor

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

20. Final Action on Legislation (Public Hearing)

a. CONSIDERATION OF BILL 2024-12. ADOPTION OF ORDINANCE NO. 2024___. (Councilor Signe Lindell)
A Bill Amending SFCC 1987, Section 12-3, Pertaining to the Public Display of Fireworks; Recognizing the Fire Department will Apply the International Fire Code to the Public Display of Fireworks; Making Other Terms Consistent with the International Fire Code; and Providing for Governing Body Approval of Public Fireworks Display Permits without Legislation. (Geronimo Griego, Fire Marshal; gggriego@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/30/2024
Governing Body (Public Comment): 11/13/2024
Quality of Life Committee: 11/20/2024
Governing Body (Public Hearing): 12/11/2024 (VOTE POSTPONED TO JANUARY 15, 2025 REGULAR GOVERNING BODY MEETING DUE TO NOTICING REQUIREMENTS)
Governing Body (Public Hearing): 01/15/2025 -

Committee Review:

b. CONSIDERATION OF BILL 2024-15. ADOPTION OF ORDINANCE NO. 2024-__. (Mayor Alan Webber)
A Bill Granting Ezee Fiber Texas, LLC, a Non-Exclusive Franchise, to Operate a Telecommunications Network within the City of Santa Fe; the Right to use City Public Rights-of-Way to Provide Telecommunications Services within the City; and Fixing the Terms and Conditions Thereof. (Sean Moody, Project Administrator; sxmoody@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/09/2024
Governing Body (Public Comment): 10/30/2024
Economic Development Advisory Committee: 11/06/2024
Public Works and Utilities Committee: 11/18/2024

Finance Committee: 11/25/2024 (MEETING CANCELED AND LEGISLATION POSTPONED TO 12/09/2024)
Finance Committee: 12/09/2024
Governing Body (Public Hearing): 12/11/2024 (VOTE POSTPONED TO JANUARY 15, 2025 REGULAR GOVERNING BODY MEETING DUE TO NOTICING REQUIREMENTS)
Governing Body (Public Hearing): 01/15/2025 -

Committee Review:

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

    a. Request for Approval of the 2023-2024 Consolidated Annual Performance Evaluation Report for Submittal to the US Department of Housing and Urban Development as a Condition to the City of Santa Fe's Community Development Block Grant. (Johanna Nelson, Economic Development Director & Interim Affordable Housing Director: jcnelson@santafenm.gov)

    Committee Review:
    Community Development Commission: 12/11/2024
    Quality of Life Committee: 01/08/2025
    Finance Committee: 01/13/2025
    Governing Body (Public Hearing): 01/15/2025

    b. **Appeal # 2024-8309-APPL of Case # 2024-7892-HDRB.** Property Owner Emily Rivera and Her Agent Lisa Martinez, B Constructiv LLC, Appeal the Historic Districts Review Board's March 12, 2024, Decisions Regarding the Historic Status of Structures at 718 Old Santa Fe Trail: (1) Maintaining the Significant Status of an Apartment Building at 718 Old Santa Fe Trail; and (2) Designating the Status of Two Casitas on the Property as Contributing. (Frank Ruybalid, Assistant City Attorney: feruybalid@santafenm.gov)

22. Appointments

    a. Children and Youth Commission

    - Chanelle Delgado - Reappointment - Term Ending 01/2028
    - Richard Lindahl - Reappointment - Term Ending 01/2028
    - Danielle Silva - Appointment - Term Ending 01/2028
    - Diann Conklin - Appointment - Term Ending 01/2028

    b. Mayor's Youth Advisory Board

    - Landen Kessler - Appointment - Term Ending 12/2026

23. Adjourn

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

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

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

DEPARTMENT / DIVISION NAME	DATE
Community and Economic Development / Affordable Housing	11/15/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Subsidy Payments	2400223	510500		105,027	
Housing CIP (Bella Luz Apts/Lamplighter)	3459980	572970	FA345D-CONSTRUC		(105,027)
Capital Transfer to AHTF	3459980	760240		105,027	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer to AHTF	2400223	660345		(105,027)	
				$ 105,027	$ (105,027)

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

The City has two contracts with Bella Luz LLC for the Lamplighter project - one for capital construction and one for consutlting services. In FY 24, the vendor invoiced for consulting services against the construction contract. The Project Manager at the time compesated for this by moving AHTF funds to Housing CIP. This BAR moves the AHTF funds back to fund 240 for the consulting contract and staff will have the vendor reissue invoices against the AHTF contract.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
345	(105,027)
240	105,027
TOTAL:	**0**

Halona Crowe — Prepared By *{print name}* — 10/8/2024 Date

Johanna Nelson (Dec 4, 2024 17:56 MST) Dec 4, 2024
Division Director Signature *{optional}* — Date

Randy Randall (Dec 4, 2024 21:56 MST) Dec 4, 2024
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Budget Officer — Dec 5, 2024 Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico
Memorandum

Date: November 15, 2024

To: Quality of Life Committee
Finance Committee
Governing Body

From: Roberta Catanach, Project Administrator RC
RC
Loretta S. Olguin, Business Operations Manager L SO

CC: Andrew Hopkins, Budget Officer

RE: BAR - Bella Luz LLC for the Lamplighter Project

ACTION: Request for Approval of a Budget Amendment Resolution (BAR) in the total amount of $105,027.

BACKGROUND AND SUMMARY: The City has two contracts with Bella Luz LLC for the Lamplighter project and one for the capital construction contract. In FY 24, the vendor invoiced for consulting services against the construction contract. The Project Manager at the time compensated for this by moving AHTF funds to Housing CIP. This BAR moves the AHTF funds back to fund 240 for the consulting contract and staff will have the vendor reissue invoices against the AFHTF contract.

Attachments:
Budget Adjustment Request Form

Fund	240	COMDEV	Acct	240-45-02-2750-223-00-000-510500-	
Org	2400223	AH Trust	Acct name	Subsidy Payments	Account
Object	510500	Subsidies	Type	Expense	Status: Active
Project			Rollup	AFHTC	Affordable Housing Trust CNT
			Sub-Rollup		

MultiYr Fund

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2024/13	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2025
Original Budget	3,000,000.00	3,000,000.00	3,000,000.00	2,908,166.00
Transfers In	3,359,379.00	6,122,128.25	4,094,183.00	2,914,351.00
Transfers Out	-105,027.00	-2,735,393.25	-1,298,144.00	.00
Revised Budget	6,254,352.00	6,386,735.00	5,796,039.00	5,822,517.00
Actual (Memo)	4,309,389.20	2,896,552.90	2,522,303.13	1,427,153.17
Encumbrances	.00	.00	.00	3,766,006.85
Requisitions	.00			.00
Available	1,944,962.80	3,490,182.10	3,273,735.87	629,356.98
Percent used	68.90	45.35	43.52	89.19

Fund	345	COMDEV	Acct	345-45-99-9980-000-00-000-572970-	
Org	3459980	HousingCIP	Acct name	WIP Construction	Account N
Object	572970	WIP Constr	Type	Expense	Status Active
Project			Rollup		
			Sub-Rollup		

MultiYr Fund

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2024/13	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2025
Original Budget	.00	.00	.00	.00
Transfers In	949,497.00	844,470.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	949,497.00	844,470.00	.00	.00
Actual (Memo)	181,401.48	.00	.00	-181,401.48
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	768,095.52	844,470.00	.00	181,401.48
Percent used	19.11	.00	.00	.00

Signature: Roberta Catanach
Roberta Catanach (Dec 4, 2024 16:14 MST)

Email: rlcatanach@santafenm.gov

CITY OF SANTA FE

Date: November 18, 2024

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW (Nov 19, 2024 09:35 MST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Nov 18, 2024 20:13 MST)

From: Spencer Schwartz, Project Manager Spencer Schwartz

Subject: Southside Library RTU Replacement

Vendor Name: B&D Industries

Vendor Number: 3970

ACTION:
Request for Approval of a General Services Contract with B&D Industries in the Total Amount of $477,016.30 for Replacement of Heating and Cooling Units at the Southside Library With Term Ending June 30, 2026; (Spencer Schwartz, Public Works Project Manager; smschwartz@santafenm.gov).

BACKGROUND AND SUMMARY:
The four heating, ventilation and cooling (HVAC) units on the Southside Library have exceeded their useful life, no longer perform adequately, and are identified within the Facilities Division's asset database as priorities for replacement to prevent an interruption of services at this facility. The replacement of these HVAC units will ensure continued service for patrons, maintain air quality, and reduce the need for emergency repairs. The new units will also improve the buildings efficiency by reducing energy consumption.

Construction will be coordinated with the Library Division and is estimated to take four weeks. Construction is planned to minimize disruptions and will not impact library operations. Funding for this project was provided in the FY25 one time allocation from fund balances for deferred maintenance to facilities.

PROCUREMENT METHOD:
NM Statewide Price Agreement (SWPA) #30-00000-23-00084 which expires on July 4, 2025.

ATTACHMENTS
General Services Contract
Vendor Proposal
Certificate of Liability Insurance
Statewide Price Agreement (SWPA) #30-00000-23-00084

Chief Procurement Officer Approval: _____ **Date:** Nov 21, 2024
Comment/Exceptions: NMSA 1978, Section 13-1-129

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3250233

$$$$$ SOURCE/REVENUE: ☒ Expense ☐ Revenue

The funding source is:
Fund Name/Number: FACILITIES/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number*:* _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: Andy Hopkins **Date:** Nov 21, 2024
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):
☒ Yes | ☐ No

 # (if known): _____

Repair or Replacement of Existing Equipment:
☒ Yes | ☐ No
If yes -> ☐ Repair | ☒ Replacement

Please explain: _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☒ Yes | ☐ No

Project Ledger #: FMD2532003

Asset Manager Approval: _____ **Date:** _____
Comment/Exceptions: _____

Department Approvals:
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☒ **Yes** | ☐ **No**

Approval:_____ **Title:**_____ **Date**:_____
Approval: Sam Burnett **Title:** Facilities Div. Director **Date**: Nov 18, 2024
Comment & Exceptions:_____

Department Contract Administrator Contact Info:
Elizabeth L. Kahahane
elkahahane@santafenm.gov
M: (505)795-2439
O: (505) 955-5934

Item #: _____
Munis Contract #: 3250233
SWPA #: 30-00000-23-00084

CITY OF SANTA FE

CONSTRUCTION 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 **B&D Industries, Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents to replace 4 Roof Top Units serving the City of Santa Fe Southside Library (6599 Jaguar Drive, Santa Fe, NM 87507) with like-for-like replacements, per the proposal (Exhibit A), attached hereto and made a part thereof, and in accordance with all the provisions of the contract with SWPA, as described in the Contract Documents.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: Replacement of 4 Roof Top Units serving the Southside Library

C. City Department: Public Works

D. Distribution:

City:
Spencer Schwartz
Project Administrator
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909

Santa Fe, NM 87504-0909
smschwartz@santafenm.gov
505-955-5929

Contractor:
Kris Trujillo
Area Manager
B & D Industries
9720 Bell Ave. SE
Albuquerque, NM 87123
krist@banddindustries.com
505-379-1760

Engineer Not Applicable
Architect Not Applicable

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and not to exceed four hundred seventy-seven thousand sixteen dollars and thirty cents ($477,016.30), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid	$465,173.53
Gross Receipts Tax (8.1875%)	$ 11,842.77
Base Bid plus NMGRT	$477,016.30

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed four hundred seventy-seven thousand sixteen dollars and thirty cents (**$477,016.30**). **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts**. This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **June 30, 2026**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

4. Termination

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

B. Notice; City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5,

"Appropriations," of this Contract.

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

5. Appropriations

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

6. Status of Contractor

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

7. Construction Contract Performance and Payment Bond

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

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

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

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

C. Contractor’s representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this 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 12 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 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City

and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

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

15. Change Orders

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

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

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

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

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

16. Merger

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

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico General Services Department, Purchasing Division, SWPA 30-00000-23-00084, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said

policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

22. Records and Financial Audit

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

23. Indemnification

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

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition

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

26. Enforcement of Contract

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

27. Notices

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

To the City:
Spencer Schwartz
Project Administrator
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
smschwartz@santafenm.gov
505-955-5929

To the Contractor:
Kris Trujillo
Area Manager
B & D Industries
9720 Bell Ave. SE
Albuquerque, NM 87123
krist@banddindustries.com
505-379-1760

28. Authority

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

29. Progress Payments

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

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

one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. Final Payment

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

31. Schedule

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

32. General and Special Provisions

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

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

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

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

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

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

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

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

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

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

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

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

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

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:



CLINTON BEALL, PRESIDENT

DATE: 11.01.2024

NMBTIN: 01-716872-00-4

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Nov 6, 2024 10:10 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

B&D Industries, Inc.

Whatever it takes.

PRICE PROPOSAL

NEW MEXICO

9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO

303 Texas Ave.
Eunice, NM 88231
Phone: (575) 394-1182
Fax: (505) 298-2114

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 559-2589

Warehouse, Prefab and Sheet Metal Fab Shop
3712 Edith Blvd NE
Albuquerque, NM 87107

ARIZONA

3001 South 35th Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002
24-Hour Service: (480) 901-4880

NEW YORK

65 Washington Street,
Rensselaer, NY 12144
Phone: (518) 400-7412

9/19/2024 Quote No. 04-24-055

Attn: Shaun Montoya
Sbmontoya@santafenm.gov

Contract *30-00000-23-00084*

Re: COSF Southside Library RTUs *Replacement*

Thank you for the opportunity to provide a price for this project.

Journeyman 432 @ $101.18:	$ 43,709.76
Apprentice 288 @ $79.88	$ 23,005.44
York RTUs – Pass through	$288,425.00
Misc Material - Pass through	$ 7,747.85
Permits – Pass through	$ 812.01
Crane Services @ 8%	$ 31,937.80
ACS Controls @ 8%	$ 9,266.40
EB&I @ 8%	$ 15,089.76
General Conditions @ 10%	$ 41,998.98
Bond:	$ 3,180.53
Subtotal:	**$465,173.53**
Tax:	$ 11,842.77
Grand Total	**$477,016.30**

Base Bid Scope:

- LOTO panels feeding current RTUs to be replaced
- Shut off gas valves feeding RTUs
- Disconnect gas, duct, and power to RTUs
- Disconnect UVC lights, door switches and Rapid Install Kits – to be used in new RTUs
- Remove UVC view ports – to be used in new RTUs
- Utilize a crane to remove RTUs – dispose of off-site
- Utilize a crane install (4) new York RTUs
- Connect (4) RTUs with a curb adapter
- Add new fused disconnect switches to RTUs
- Provide new liquid tight flex conduit and fittings for new disconnect switches
- Re-install UVC RIK kits and lights – test for functionality
- Install UVC viewport
- Connect gas line with new flex to RTUs
- Reconnect power and remove LOTO on panels
- Install new copper condensate lines to nearest roof drain
- **Controls** - B&D to subcontract ACS for connecting controls back to new RTUs
- **Crane** – B&D to utilize Crane services for RTU installations
- **TAB** – Test and Balance static pressure before demolition, and TAB static pressure of new units for proper air distribution throughout facility.

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO
303 Texas Ave.
Eunice, NM 88231
Phone: (575) 394-1182
Fax: (505) 298-2114

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 559-2589

Warehouse, Prefab and Sheet Metal Fab Shop
3712 Edith Blvd NE
Albuquerque, NM 87107

ARIZONA
3001 South 35th Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002
24-Hour Service: (480) 901-4880

NEW YORK
65 Washington Street,
Rensselaer, NY 12144
Phone: (518) 400-7412

Inclusions and assumptions:

1. 4 York Sun Select R454B RTUs – *10 Week lead time*
2. Equipment start up per manufacturer recommendations
3. One (1) year warranty
4. RTUs will be taken off 2 at a time to avoid the whole building not having HVAC
5. B&D to give COSF an adequate schedule of any outages well in advance of performing work

Exclusions:

1. Temp power or HVAC
2. New UVC lights
3. Asbestos removal
4. Structural work
5. New roof penetrations
6. Roofing or roof patching
7. Plan review, and utility fees
8. General site conditions
9. Seismic bracing
10. BIM, CAD or 3D modeling
11. Rental of temp. generator
12. Removal of spoils from site due to excavation
13. Coring of concrete, asphalt, etc.
14. Architect design and engineering services
15. Lead paint removal
16. Unforeseen site conditions that are irregular or unusual circumstances and may incur additional cost such as harder than usual digging conditions, hidden items, etc.
17. Repair of existing code violations, or upgrades other than those mentioned here-in
18. Any scope of work not specifically addressed in this narrative or not shown on the bid documents

If you have any questions or concerns, please feel free to email or call.

Best Regards,

Jordan Turpen
M&P Estimator
B&D Industries, Inc.
505-235-3879 (Cell)
jturpen@banddindustries.com

This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.

Signed - Construction_Contract_BandD_SSLibraryRTUs-Final CAO with Exhibit A

Final Audit Report 2024-11-06

Created:	2024-11-06
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPyfCXLniU8V8w9_Gvj6aiV7rOp8hYUdL

"Signed - Construction_Contract_BandD_SSLibraryRTUs-Final CAO with Exhibit A" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
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2024-11-06 - 4:37:38 PM GMT

Email viewed by klnault@santafenm.gov
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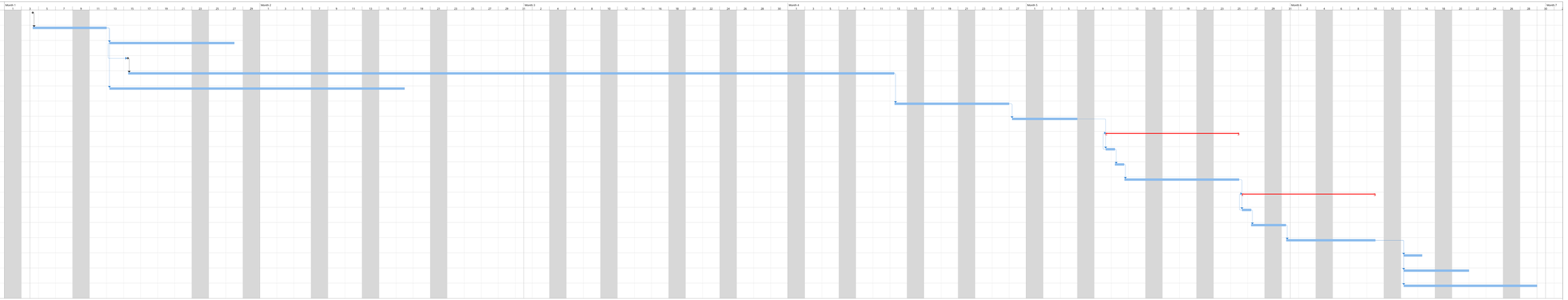
Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2024-11-06 - 5:10:39 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2024-11-06 - 5:10:41 PM GMT - Time Source: server- IP address: 63.232.20.2

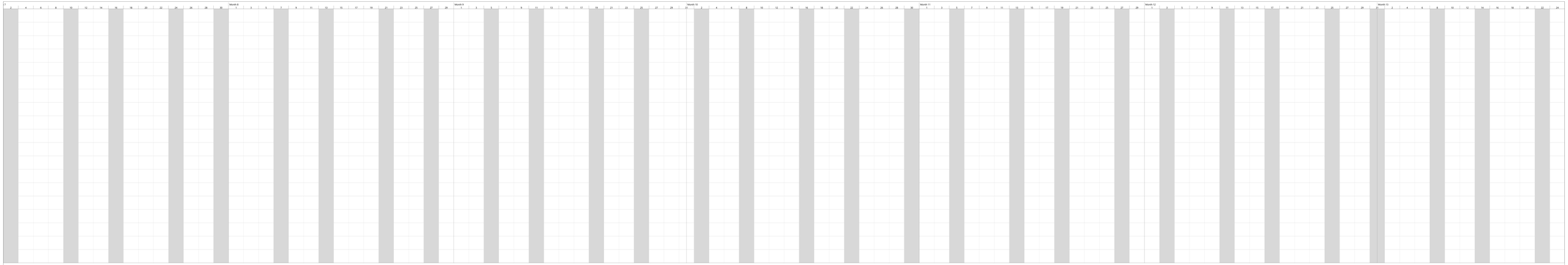
Agreement completed.
2024-11-06 - 5:10:41 PM GMT

ID	Task Name	Duration
1	Contract Execution	0 days
2	Contract Initiation	4 days
3	Subcontracting	8 days
4	RTU's Ordered	0 days
5	RTU's Lead Time	10 wks
6	Material Procurement	16 days
7	RTU's Shipping	6 days
8	Mobilization	4 days
9	RTU #1 and #2 HVAC Outage	8 days
10	Disconnect RTU#1 and RTU#2	1 day
11	Crane Pick#1	1 day
12	Reconnect RTU#1 and RTU#2	6 days
13	RTU #3 and #4 HVAC Outage	8 days
14	Disconnect RTU#3 and RTU#4	1 day
15	Crane Pick#2	1 day
16	Reconnect RTU#3 and RTU#4	6 days
17	Demobilization	2 days
18	Punchlist	4 days
19	Closeout	8 days



Project: COSF - Southside Libra
Date: Thu 11/1/24

Task · Split · Milestone · Summary · Project Summary · Inactive Task · Inactive Milestone · Inactive Summary · Manual Task · Duration-only · Manual Summary Rollup · Manual Summary · Start-only · Finish-only · External Tasks · External Milestone · Deadline · Progress · Manual Progress



Project: COSF - Southside Libra
Date: Thu 11/1/24

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2023

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Company — 20508 INSURER B : National Fire Insurance Company of Hartford — 20478 INSURER C : The Continental Insurance Company — 35289 INSURER D : Builders Trust of New Mexico INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6016149399	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	6016149371	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	6016149404	12/31/2023	12/31/2024	EACH OCCURRENCE AGGREGATE Aggregate	$ 5,000,000 $ $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC100-0005672-2024A	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000

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

Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

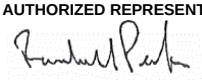
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
25 Vendors

Number**: 30-00000-23-00084**

Amendment No.**: Three**

Term**: July 5, 2023 - July 4, 2025**

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**: HVAC and Plumbing Services - Statewide**

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 July 5, 2024 to July 4, 2025 at the same price, terms and conditions, except Vendor (AH) Comfort System USA Southwest, Inc. who chose not to extend.

See attached price increases for Vendor (AF) B & D Industries.

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

Date: 7/8/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

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Vendor (AF) B & D Industries Price Increases

Item	Unit	Description	Current Rate	New Rate
001	Hour	**Journeymen/Foreman/Experienced Technician - Worker, regular hours**		
		Zone 1	$95.00	**$101.18**
		Zone 2	$95.00	**$101.18**
		Zone 3	$95.00	**$101.18**
		Zone 4	$95.00	**$101.18**
		Zone 5	$95.00	**$101.18**
		Zone 6	$95.00	**$101.18**
002	Hour	**Journeymen/Foreman/Experienced Technician - Worker, after hours**		
		Zone 1	$125.00	**$133.13**
		Zone 2	$125.00	**$133.13**
		Zone 3	$125.00	**$133.13**
		Zone 4	$125.00	**$133.13**
		Zone 5	$125.00	**$133.13**
		Zone 6	$125.00	**$133.13**
003	Hour	**Apprentice/Experienced - Worker, regular hours**		
		Zone 1	$70.00	**$74.55**
		Zone 2	$70.00	**$74.55**
		Zone 3	$70.00	**$74.55**
		Zone 4	$70.00	**$74.55**
		Zone 5	$70.00	**$74.55**
		Zone 6	$70.00	**$74.55**
004	Hour	**Apprentice/Experienced - Worker, after hours**		
		Zone 1	$90.00	**$95.86**
		Zone 2	$90.00	**$95.86**
		Zone 3	$90.00	**$95.86**
		Zone 4	$90.00	**$95.86**
		Zone 5	$90.00	**$95.86**
		Zone 6	$90.00	**$95.86**
005	Hour	**Laborer, regular hours worked**		
		Zone 1	$55.00	**$57.33**
		Zone 2	$55.00	**$57.33**
		Zone 3	$55.00	**$57.33**
		Zone 4	$55.00	**$57.33**
		Zone 5	$55.00	**$57.33**
		Zone 6	$55.00	**$57.33**
006	Hour	**Laborer, after hours worked**		
		Zone 1	$70.00	**$72.97**
		Zone 2	$70.00	**$72.97**
		Zone 3	$70.00	**$72.97**
		Zone 4	$70.00	**$72.97**
		Zone 5	$70.00	**$72.97**
		Zone 6	$70.00	**$72.97**

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Item	Unit	Description	Current Rate	New Rate
		Projects OVER Sixty Thousand ($60,000.00)		
007	Hour	**Journeymen/Foreman/Experienced Technician - Worker, regular hours**		
		Zone 1	$95.00	**$101.18**
		Zone 2	$95.00	**$101.18**
		Zone 3	$95.00	**$101.18**
		Zone 4	$95.00	**$101.18**
		Zone 5	$95.00	**$101.18**
		Zone 6	$95.00	**$101.18**
008	Hour	**Journeymen/Foreman/Experienced Technician - Worker, after hours**		
		Zone 1	$125.00	**$133.14**
		Zone 2	$125.00	**$133.14**
		Zone 3	$125.00	**$133.14**
		Zone 4	$125.00	**$133.14**
		Zone 5	$125.00	**$133.14**
		Zone 6	$125.00	**$133.14**
009	Hour	**Apprentice/Experienced - Worker, regular hours**		
		Zone 1	$75.00	**$79.88**
		Zone 2	$75.00	**$79.88**
		Zone 3	$75.00	**$79.88**
		Zone 4	$75.00	**$79.88**
		Zone 5	$75.00	**$79.88**
		Zone 6	$75.00	**$79.88**
010	Hour	**Apprentice/Experienced - Worker, after hours**		
		Zone 1	$95.00	**$101.18**
		Zone 2	$95.00	**$101.18**
		Zone 3	$95.00	**$101.18**
		Zone 4	$95.00	**$101.18**
		Zone 5	$95.00	**$101.18**
		Zone 6	$95.00	**$101.18**
011	Hour	**Laborer, regular hours worked**		
		Zone 1	$55.00	**$57.33**
		Zone 2	$55.00	**$57.33**
		Zone 3	$55.00	**$57.33**
		Zone 4	$55.00	**$57.33**
		Zone 5	$55.00	**$57.33**
		Zone 6	$55.00	**$57.33**
012	Hour	**Laborer, after hours worked**		
		Zone 1	$70.00	**$72.97**
		Zone 2	$70.00	**$72.97**
		Zone 3	$70.00	**$72.97**
		Zone 4	$70.00	**$72.97**

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Item	Unit	Description	Current Rate	New Rate
		Zone 5	$70.00	**$72.97**
		Zone 6	$70.00	**$72.97**
013	Hour	**Diagnosis, project estimates, troubleshooting**	$95.00	**$101.18**
014	%	**Percentage Off Retail For all Parts and Materials**	0%	**No Change**
015	Day	**Daily per diem rate for overnight stay as needed including dinner and breakfast per person**	$150.00	**No Change**
016	Mileage	**One way per mile cost, per vehicle**	$0.62	**No Change**

Certificate Of Completion

Envelope Id: 502ABA9878354E98ABAE7DE071C16230
Status: Completed
Subject: Please DocuSign: 30-00000-23-00084 HVAC and Plumbing Services A003
Source Envelope:
Document Pages: 4
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Mikayla Trujillo
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
mikayla.trujillo@gsd.nm.gov
IP Address: 164.64.62.10

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Status: Original
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mikayla.trujillo@gsd.nm.gov
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Storage Appliance Status: Connected
Pool: General Services Department
Location: DocuSign

Signer Events	Signature	Timestamp
Tami Concha tami.concha@gsd.nm.gov Const. Supervisor New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Accepted: 6/28/2024 7:02:43 AM ID: a9ed2d91-f227-45ce-9f3e-898ece78fea0	 Signature Adoption: Pre-selected Style Using IP Address: 68.84.148.80	Sent: 7/3/2024 2:36:05 PM Viewed: 7/5/2024 10:24:43 AM Signed: 7/5/2024 10:30:36 AM
Mikayla Trujillo mikayla.trujillo@gsd.nm.gov Procurement Specialist II GSD/SPD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/5/2024 10:30:37 AM Viewed: 7/8/2024 8:07:48 AM Signed: 7/8/2024 8:07:51 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/8/2024 8:07:54 AM Viewed: 7/8/2024 9:08:12 AM Signed: 7/8/2024 9:08:16 AM

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	7/3/2024 2:36:05 PM
Certified Delivered	Security Checked	7/8/2024 9:08:12 AM
Signing Complete	Security Checked	7/8/2024 9:08:16 AM
Completed	Security Checked	7/8/2024 9:08:16 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.

Memo_SouthsideLibrary_RTU_BD_10 28 2024_SS1 JB1 EK1 SB1 RW revised

Final Audit Report 2024-11-19

Created:	2024-11-18
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkO50MoTXAAvnAA0cOSgZhXyIusocI6Kr

"Memo_SouthsideLibrary_RTU_BD_10 28 2024_SS1 JB1 EK1 SB1 RW revised" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-18 - 9:02:22 PM GMT- IP address: 63.232.20.2

Document emailed to Spencer Schwartz (smschwartz@santafenm.gov) for signature
2024-11-18 - 9:07:08 PM GMT

Email viewed by Spencer Schwartz (smschwartz@santafenm.gov)
2024-11-18 - 9:22:14 PM GMT- IP address: 104.47.64.254

Document e-signed by Spencer Schwartz (smschwartz@santafenm.gov)
Signature Date: 2024-11-18 - 9:22:56 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2024-11-18 - 9:23:00 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2024-11-19 - 3:12:48 AM GMT- IP address: 73.228.3.65

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2024-11-19 - 3:13:21 AM GMT - Time Source: server- IP address: 73.228.3.65

Document emailed to rawheeler@santafenm.gov for signature
2024-11-19 - 3:13:23 AM GMT

Email viewed by rawheeler@santafenm.gov
2024-11-19 - 4:33:52 PM GMT- IP address: 104.47.64.254

Signer rawheeler@santafenm.gov entered name at signing as RW
2024-11-19 - 4:35:10 PM GMT- IP address: 174.205.165.38

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Document e-signed by RW (rawheeler@santafenm.gov)

Signature Date: 2024-11-19 - 4:35:12 PM GMT - Time Source: server- IP address: 174.205.165.38

Agreement completed.

2024-11-19 - 4:35:12 PM GMT

Memo_SouthsideLibrary_RTU_BD_10 28 2024_SS1 JB1 EK1 SB1 RW revised SIGNED

Final Audit Report 2024-11-26

Created:	2024-11-21
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw_0JTBg8I-FcHLuwwua-eHiVFO4rgScJ

"Memo_SouthsideLibrary_RTU_BD_10 28 2024_SS1 JB1 EK1 SB1 RW revised SIGNED" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-21 - 8:19:09 PM GMT- IP address: 97.182.23.177

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-11-21 - 8:21:07 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-11-21 - 9:09:12 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-11-21 - 9:10:23 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-11-21 - 9:10:28 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-21 - 9:16:25 PM GMT- IP address: 174.218.17.153

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-21 - 9:39:01 PM GMT - Time Source: server- IP address: 216.207.130.218

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-21 - 9:39:05 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-26 - 5:43:15 PM GMT- IP address: 104.47.64.254

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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-11-26 - 5:46:43 PM GMT - Time Source: server- IP address: 73.42.112.179

Agreement completed.

2024-11-26 - 5:46:43 PM GMT

CITY OF SANTA FE

Date: November 18, 2024

To: Governing Body

From: Spencer Schwartz, Project Manager Spencer Schwartz

Via: Regina Wheeler, Public Works Department Director RW (Nov 29, 2024 13:51 MST)
Maria Tucker, Community Services Director Maria Tucker
Brian Stinnett, Recreation Division Director Brian Stinnett (Nov 18, 2024 22:57 MST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Nov 18, 2024 19:35 MST)

Subject: Genoveva Chavez Community Center On-Call HVAC, Mechanical & Plumbing Services

Vendor Name: B&D Industries

Munis Vendor Number: 3970

ACTION:
Request for Approval of a General Services Contract with B&D Industries in the Total Amount of $1,000,000 for On-Call Plumbing, Mechanical, and HVAC Services Through June 30, 2028.

CONTRACT NUMBER:
The FY25 Munis contract number is 3250173.

BACKGROUND AND SUMMARY:
The Public Works Department's Facilities Division uses on-call services throughout the City's facilities and properties including Recreation Division facilities. These on-call services allow us to address issues, needs, and emergencies as they arise in a timely and efficient manner. The Facilities Division typically maintains on-call contracts for general contracting, mechanical, electrical and plumbing, roofing, remediation, and landscaping.

This on-call contract is for plumbing, mechanical, and HVAC services at the Genoveva Chavez Community Center Ice Arena. Due to the size and complexity of this facility, a dedicated contract will help ensure that the Genoveva Chavez issues will receive support and services required to maintain operability and services to the public.

These on-call contracts are not a guarantee of payment. Services are used as needs arise and funding is available. Each time an on-call contact is used the vendor receives a formal request or 'task order' from Staff.

The $1,000,000 maximum for this contract is based on anticipated needs over the next four years.

ATTACHMENTS:

General Services Contract
Vendor's Quote
NM Statewide Price Agreement (SWPA) #30-00000-23-00084

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement (SWPA) #30-00000-23-00084 which expires on July 4, 2025.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Dec 5, 2024

CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** Dec 4, 2024

Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☒ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date**: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date**: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☒ Yes | ☐ No
Approval: _____
Comment/Exceptions: _____

Signature: JOHN BURNETT (Nov 18, 2024 19:35 MST)
Email: jsburnett@santafenm.gov

Capital Asset* or Project ☐ Yes | ☒ No**
Project Ledger #: _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ **Title:** _____ **Date**: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date**: _____
Comment/Exceptions: _____

Item #: _____
Munis Contract #: 3250173
SWPA #: 30-00000-23-00084

CITY OF SANTA FE

CONSTRUCTION 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 **B & D Industries Inc.** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for on-call HVAC/Plumbing Services for The Genoveva Chavez Community Center (GCCC) as described in the Contract Documents, including Exhibit A (Quote No: 9.6.24-17).

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: On-call plumbing services (see Exhibit A) for GCCC

C. City Department: Public Works

D. Distribution:

City	Spencer Schwartz, Facilities Division Project Administrator smschwartz@santafenm.gov, 505-955-5929
Contractor	B & D Industries cgiovenco@banddindustries.com, 505-559-2585

C. **Task Orders**

Once a need is identified, the City's Facilities Director or Director of Public Works will issue a written Task Order to the Contractor detailing the services required. Upon receiving the City's request for services, the Contractor shall promptly provide the Facilities Director with an estimate, based upon the rates included in Exhibit A, a cost summary, and a proposed schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of issuance of a Task Order by the City's Project Manager unless a different time for performance is specified in the task order. The Contractor shall agree to provide required labor within 24 hours for emergency situations whenever possible.

2. **Compensation**

A. The City shall pay to the Contractor based upon fixed rates as described in SWPA 30-00000-23-00084, such compensation not to exceed one million dollars ($1,000,000.00), including gross receipts tax.

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed one million dollars ($1,000,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

The total amount payable to the Contractor under this Contract, excluding/including gross receipts tax and expenses, shall not exceed one million dollars for the term of this Contract.

The City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Director or Director of Public Works in an amount that shall not exceed one million dollars ($1,000,000) plus applicable New Mexico Gross Receipts Tax.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and

accepted, payment shall be tendered to the Contractor within twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts**. This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

4. Termination

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

B. Notice; City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract.

The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

5. Appropriations

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

6. Status of Contractor

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

7. Construction Contract Performance and Payment Bond

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

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

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

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

8. Assignment

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

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior 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 12 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 12 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 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

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

15. Change Orders

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

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

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

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

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

16. Merger

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

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico (issuing entity), NM Statewide Price Agreement (SWPA) #30-00000-23-00084 and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Other Insurance

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

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

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

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

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

22. Records and Financial Audit

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

23. Indemnification

The Contractor shall 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. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition

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

26. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of

any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices

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

To the City:
Spencer Schwartz
Project Administrator
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
smschwartz@santafenm.gov
505-955-5929

To the Contractor:
Christopher Giovenco
Director, Service
B & D Industries, Inc.
9720 Bell Ave. SE
Albuquerque, NM 87123
cgiovenco@banddindustries.com
505-559-2585

28. Authority

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

29. Progress Payments

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

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

30. Final Payment

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

31. Schedule

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

32. General and Special Provisions

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

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

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

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

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

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

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

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

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

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

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

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

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

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

clinton beall (Nov 6, 2024 14:20 MST)
CLINTON BEALL, PRESIDENT

DATE: Nov 6, 2024

NMBTIN: 85-0196391

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Nov 6, 2024 14:55 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO
101 DP Rd
Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

5920 N. Lovington Hwy,
Hobbs, NM 88240
Phone: (505) 780-0410

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 559-2585
Fax: (505) 559-2589

ARIZONA
3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK
65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

September 6, 2024 **Quote No: 9.6.24-17**

Spencer Schwartz
City of Santa Fe
505-955-5929
smschwartz@santafenm.gov
SPA: 30-00000-23-00084

RE: On call HVAC/Plumbing services for Genoveva Chavez Community Center

Mr. Schwartz,

Thank you for the opportunity to provide this quote.

Pricing as follows per SPA: 30-00000-23-00084:

Total: **$1,000,000.00**

Scope:

Provide on call services per SPA: 30-00000-23-00084 for Genoveva Chavez Community Center at the direction of City of Santa Fe officials.

Please contact me should you have questions or concerns. We look forward to your favorable response.

Best Regards,
Christopher Giovenco
Director - Service
B&D Industries, Inc.
505-933-1521 (cell)
24 Hour Response 505-299-4464
cgiovenco@banddindustries.com

B&D_GCCCiceOncall_Construction_Contract_Final CAO with Exhibit A

Final Audit Report 2024-11-06

Created:	2024-10-28
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV5eNOnq7B20npqvI13DOvLrOwByRWbf_

"B&D_GCCCiceOncall_Construction_Contract_Final CAO with Exhibit A" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-10-28 - 7:12:30 PM GMT- IP address: 63.232.20.2

Document emailed to clinton@banddindustries.com for signature
2024-10-28 - 7:13:08 PM GMT

Email viewed by clinton@banddindustries.com
2024-10-28 - 7:14:24 PM GMT- IP address: 104.28.85.130

Email viewed by clinton@banddindustries.com
2024-10-31 - 5:12:30 AM GMT- IP address: 104.28.48.215

Email viewed by clinton@banddindustries.com
2024-11-02 - 1:39:56 AM GMT- IP address: 104.28.48.217

Email viewed by clinton@banddindustries.com
2024-11-03 - 10:11:23 PM GMT- IP address: 104.28.48.214

Email viewed by clinton@banddindustries.com
2024-11-06 - 12:20:30 PM GMT- IP address: 146.75.175.1

Signer clinton@banddindustries.com entered name at signing as clinton beall
2024-11-06 - 9:20:31 PM GMT- IP address: 50.230.108.154

Document e-signed by clinton beall (clinton@banddindustries.com)
Signature Date: 2024-11-06 - 9:20:33 PM GMT - Time Source: server- IP address: 50.230.108.154

Document emailed to klnault@santafenm.gov for signature
2024-11-06 - 9:20:35 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by klnault@santafenm.gov

2024-11-06 - 9:24:30 PM GMT- IP address: 104.47.65.254

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault

2024-11-06 - 9:55:08 PM GMT- IP address: 172.59.1.214

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)

Signature Date: 2024-11-06 - 9:55:10 PM GMT - Time Source: server- IP address: 172.59.1.214

Agreement completed.

2024-11-06 - 9:55:10 PM GMT

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO
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Phone: (505) 559-2585
Fax: (505) 559-2589

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3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK
65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

September 6, 2024 **Quote No: 9.6.24-17**

Spencer Schwartz
City of Santa Fe
505-955-5929
smschwartz@santafenm.gov
SPA: 30-00000-23-00084

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Please contact me should you have questions or concerns. We look forward to your favorable response.

Best Regards,
Christopher Giovenco
Director - Service
B&D Industries, Inc.
505-933-1521 (cell)
24 Hour Response 505-299-4464
cgiovenco@banddindustries.com

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
25 Vendors

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

Invoice:
As Requested

Number**:** **30-00000-23-00084**

Amendment No.**:** **Three**

Term**:** **July 5, 2023 - July 4, 2025**

MJ

Procurement Specialist**:** **Mikayla Trujillo**

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

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

Title**:** **HVAC and Plumbing Services - Statewide**

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 July 5, 2024 to July 4, 2025 at the same price, terms and conditions, except Vendor (AH) Comfort System USA Southwest, Inc. who chose not to extend.

See attached price increases for Vendor (AF) B & D Industries.

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

Date: 7/8/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

Vendor (AF) B & D Industries Price Increases

Item	Unit	Description	Current Rate	New Rate
001	Hour	**Journeymen/Foreman/Experienced Technician - Worker, regular hours**		
		Zone 1	$95.00	**$101.18**
		Zone 2	$95.00	**$101.18**
		Zone 3	$95.00	**$101.18**
		Zone 4	$95.00	**$101.18**
		Zone 5	$95.00	**$101.18**
		Zone 6	$95.00	**$101.18**
002	Hour	**Journeymen/Foreman/Experienced Technician - Worker, after hours**		
		Zone 1	$125.00	**$133.13**
		Zone 2	$125.00	**$133.13**
		Zone 3	$125.00	**$133.13**
		Zone 4	$125.00	**$133.13**
		Zone 5	$125.00	**$133.13**
		Zone 6	$125.00	**$133.13**
003	Hour	**Apprentice/Experienced - Worker, regular hours**		
		Zone 1	$70.00	**$74.55**
		Zone 2	$70.00	**$74.55**
		Zone 3	$70.00	**$74.55**
		Zone 4	$70.00	**$74.55**
		Zone 5	$70.00	**$74.55**
		Zone 6	$70.00	**$74.55**
004	Hour	**Apprentice/Experienced - Worker, after hours**		
		Zone 1	$90.00	**$95.86**
		Zone 2	$90.00	**$95.86**
		Zone 3	$90.00	**$95.86**
		Zone 4	$90.00	**$95.86**
		Zone 5	$90.00	**$95.86**
		Zone 6	$90.00	**$95.86**
005	Hour	**Laborer, regular hours worked**		
		Zone 1	$55.00	**$57.33**
		Zone 2	$55.00	**$57.33**
		Zone 3	$55.00	**$57.33**
		Zone 4	$55.00	**$57.33**
		Zone 5	$55.00	**$57.33**
		Zone 6	$55.00	**$57.33**
006	Hour	**Laborer, after hours worked**		
		Zone 1	$70.00	**$72.97**
		Zone 2	$70.00	**$72.97**
		Zone 3	$70.00	**$72.97**
		Zone 4	$70.00	**$72.97**
		Zone 5	$70.00	**$72.97**
		Zone 6	$70.00	**$72.97**

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

Item	Unit	Description	Current Rate	New Rate
		Projects OVER Sixty Thousand ($60,000.00)		
007	Hour	**Journeymen/Foreman/Experienced Technician - Worker, regular hours**		
		Zone 1	$95.00	**$101.18**
		Zone 2	$95.00	**$101.18**
		Zone 3	$95.00	**$101.18**
		Zone 4	$95.00	**$101.18**
		Zone 5	$95.00	**$101.18**
		Zone 6	$95.00	**$101.18**
008	Hour	**Journeymen/Foreman/Experienced Technician - Worker, after hours**		
		Zone 1	$125.00	**$133.14**
		Zone 2	$125.00	**$133.14**
		Zone 3	$125.00	**$133.14**
		Zone 4	$125.00	**$133.14**
		Zone 5	$125.00	**$133.14**
		Zone 6	$125.00	**$133.14**
009	Hour	**Apprentice/Experienced - Worker, regular hours**		
		Zone 1	$75.00	**$79.88**
		Zone 2	$75.00	**$79.88**
		Zone 3	$75.00	**$79.88**
		Zone 4	$75.00	**$79.88**
		Zone 5	$75.00	**$79.88**
		Zone 6	$75.00	**$79.88**
010	Hour	**Apprentice/Experienced - Worker, after hours**		
		Zone 1	$95.00	**$101.18**
		Zone 2	$95.00	**$101.18**
		Zone 3	$95.00	**$101.18**
		Zone 4	$95.00	**$101.18**
		Zone 5	$95.00	**$101.18**
		Zone 6	$95.00	**$101.18**
011	Hour	**Laborer, regular hours worked**		
		Zone 1	$55.00	**$57.33**
		Zone 2	$55.00	**$57.33**
		Zone 3	$55.00	**$57.33**
		Zone 4	$55.00	**$57.33**
		Zone 5	$55.00	**$57.33**
		Zone 6	$55.00	**$57.33**
012	Hour	**Laborer, after hours worked**		
		Zone 1	$70.00	**$72.97**
		Zone 2	$70.00	**$72.97**
		Zone 3	$70.00	**$72.97**
		Zone 4	$70.00	**$72.97**

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

Item	Unit	Description	Current Rate	New Rate
		Zone 5	$70.00	**$72.97**
		Zone 6	$70.00	**$72.97**
013	Hour	**Diagnosis, project estimates, troubleshooting**	$95.00	**$101.18**
014	%	**Percentage Off Retail For all Parts and Materials**	0%	**No Change**
015	Day	**Daily per diem rate for overnight stay as needed including dinner and breakfast per person**	$150.00	**No Change**
016	Mileage	**One way per mile cost, per vehicle**	$0.62	**No Change**

DocuSign

Certificate Of Completion

Envelope Id: 502ABA9878354E98ABAE7DE071C16230
Status: Completed
Subject: Please DocuSign: 30-00000-23-00084 HVAC and Plumbing Services A003
Source Envelope:
Document Pages: 4
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Mikayla Trujillo
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
mikayla.trujillo@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
7/3/2024 2:33:50 PM
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
Tami Concha tami.concha@gsd.nm.gov Const. Supervisor New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Accepted: 6/28/2024 7:02:43 AM ID: a9ed2d91-f227-45ce-9f3e-898ece78fea0	 Signature Adoption: Pre-selected Style Using IP Address: 68.84.148.80	Sent: 7/3/2024 2:36:05 PM Viewed: 7/5/2024 10:24:43 AM Signed: 7/5/2024 10:30:36 AM
Mikayla Trujillo mikayla.trujillo@gsd.nm.gov Procurement Specialist II GSD/SPD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/5/2024 10:30:37 AM Viewed: 7/8/2024 8:07:48 AM Signed: 7/8/2024 8:07:51 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/8/2024 8:07:54 AM Viewed: 7/8/2024 9:08:12 AM Signed: 7/8/2024 9:08:16 AM

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	7/3/2024 2:36:05 PM
Certified Delivered	Security Checked	7/8/2024 9:08:12 AM
Signing Complete	Security Checked	7/8/2024 9:08:16 AM
Completed	Security Checked	7/8/2024 9:08:16 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.

1. FINALMemo_GCCC_BDOnCall_09102024_SSD4 RW_revised

Final Audit Report 2024-11-29

Created:	2024-11-18
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuaPDPQpRYNUIAXV-s2kZA7KR0DMTSfW5

"1. FINALMemo_GCCC_BDOnCall_09102024_SSD4 RW_revised" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-18 - 10:39:09 PM GMT- IP address: 63.232.20.2

Document emailed to Spencer Schwartz (smschwartz@santafenm.gov) for signature
2024-11-18 - 10:46:29 PM GMT

Email viewed by Spencer Schwartz (smschwartz@santafenm.gov)
2024-11-18 - 11:07:33 PM GMT- IP address: 104.47.65.254

Document e-signed by Spencer Schwartz (smschwartz@santafenm.gov)
Signature Date: 2024-11-18 - 11:07:48 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2024-11-18 - 11:07:49 PM GMT

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2024-11-19 - 1:50:23 AM GMT- IP address: 73.228.3.65

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2024-11-19 - 2:35:01 AM GMT - Time Source: server- IP address: 73.228.3.65

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2024-11-19 - 2:35:02 AM GMT

Email viewed by Brian Stinett (bjstinett@santafenm.gov)
2024-11-19 - 5:56:50 AM GMT- IP address: 67.0.50.139

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Signature Date: 2024-11-19 - 5:57:16 AM GMT - Time Source: server- IP address: 67.0.50.139

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Document emailed to Maria Tucker (metucker@ci.santa-fe.nm.us) for signature

2024-11-19 - 5:57:17 AM GMT

Email viewed by Maria Tucker (metucker@ci.santa-fe.nm.us)

2024-11-19 - 12:49:32 PM GMT- IP address: 172.59.1.251

Email viewed by Maria Tucker (metucker@ci.santa-fe.nm.us)

2024-11-21 - 4:06:19 PM GMT- IP address: 63.232.20.2

Email viewed by Maria Tucker (metucker@ci.santa-fe.nm.us)

2024-11-25 - 5:26:19 PM GMT- IP address: 172.59.0.19

Document e-signed by Maria Tucker (metucker@ci.santa-fe.nm.us)

Signature Date: 2024-11-25 - 5:26:45 PM GMT - Time Source: server- IP address: 172.59.0.19

Document emailed to rawheeler@santafenm.gov for signature

2024-11-25 - 5:26:46 PM GMT

Email viewed by rawheeler@santafenm.gov

2024-11-29 - 8:51:14 PM GMT- IP address: 104.47.65.254

Signer rawheeler@santafenm.gov entered name at signing as RW

2024-11-29 - 8:51:23 PM GMT- IP address: 12.104.110.14

Document e-signed by RW (rawheeler@santafenm.gov)

Signature Date: 2024-11-29 - 8:51:25 PM GMT - Time Source: server- IP address: 12.104.110.14

Agreement completed.

2024-11-29 - 8:51:25 PM GMT

1. FINALMemo_GCCC_BDOnCall_09102024_SSD4 RW_revised SIGNED

Final Audit Report 2024-12-04

Created:	2024-12-02
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAxYeE_EYq42o2YpBqoba7e8XaBh9u7nlK

"1. FINALMemo_GCCC_BDOnCall_09102024_SSD4 RW_revised SIGNED" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-12-02 - 5:31:27 PM GMT- IP address: 97.182.93.53

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-12-02 - 5:33:29 PM GMT

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2024-12-04 - 5:02:06 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-12-04 - 5:02:20 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
2024-12-04 - 5:02:22 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-12-04 - 8:09:52 PM GMT- IP address: 73.228.7.52

Document declined by JoAnn Lovato (jdlovato@santafenm.gov)
Decline reason: Missing Certificate of Insurance (COI)
2024-12-04 - 8:12:10 PM GMT- IP address: 73.228.7.52

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B&DINDU-01 CBUTLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2023

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

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

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
6565 Americas Parkway Suite 720
Albuquerque, NM 87110

CONTACT NAME: Carrie Butler
PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS: Carrie.Butler@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : National Fire Insurance Company of Hartford	20478
INSURER C : The Continental Insurance Company	35289
INSURER D : Builders Trust of New Mexico	
INSURER E :	
INSURER F :	

INSURED
B & D Industries, Inc.
9720 Bell Ave SE
Albuquerque, NM 87123

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	6016149399	12/31/2023	12/31/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	6016149371	12/31/2023	12/31/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	6016149404	12/31/2023	12/31/2024	AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A	X	WC100-0005672-2024A	1/1/2024	1/1/2025	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

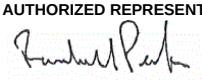
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CNA	CNA PARAMOUNT Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

1. **Additional Insureds**
2. **Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance**
3. **Bodily Injury – Expanded Definition**
4. **Broad Knowledge of Occurrence/ Notice of Occurrence**
5. **Broad Named Insured**
6. **Broadened Liability Coverage For Damage To Your Product And Your Work**
7. **Contractual Liability - Railroads**
8. **Electronic Data Liability**
9. **Estates, Legal Representatives and Spouses**
10. **Expected Or Intended Injury – Exception for Reasonable Force**
11. **General Aggregate Limits of Insurance – Per Project**
12. **In Rem Actions**
13. **Incidental Health Care Malpractice Coverage**
14. **Joint Ventures/Partnership/Limited Liability Companies**
15. **Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control**
16. **Liquor Liability**
17. **Medical Payments**
18. **Non-owned Aircraft Coverage**
19. **Non-owned Watercraft**
20. **Personal And Advertising Injury – Discrimination or Humiliation**
21. **Personal And Advertising Injury - Contractual Liability**
22. **Property Damage - Elevators**
23. **Supplementary Payments**
24. **Unintentional Failure To Disclose Hazards**
25. **Waiver of Subrogation – Blanket**
26. **Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs**

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. Bodily injury, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. Bodily injury or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) bodily injury to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) bodily injury to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) bodily injury to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs (**3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C** – **Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, 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 subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

0002000996016149399 5985

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or

2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or

2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos.**

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident.**

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

a. An **auto** owned by that "executive officer" or a member of that person's household; or

b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos.**

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered **auto**; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss.**

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss.**

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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BUILDERS TRUST®
OF NEW MEXICO

WAIVER OF SUBROGATION

Insured Name: B & D INDUSTRIES INC
Insured Policy Number: WC100-0005672-2024A

Builders Trust of New Mexico waives any right of recovery of subrogation against the certificate holder named on this certificate of insurance, but only to the extent that the employers to whom we provide coverage performs work under a written contract with the certificate holder that requires this waiver.

Name of Person	Name of Organization
	Blanket Waiver of Subrogation

Date: 12/8/2023 Countersigned by Randy L. Akin

Agency Number: 24 – 28
Agency Name: HUB International Insurance Services, Inc. (ABQ)

(505) 345-3477 ■ 1-800-640-3369 ■ FAX (505) 344-7245
5931 OFFICE BOULEVARD, NE SUITE 3 ALBUQUERQUE, NM 87109 ■ P.O. BOX 91330 ALBUQUERQUE, NM 87199-1330
www.builderstrust.com

1. FINALMemo_GCCC_BDOnCall_09102024_SSD4 RW_revised SIGNED (3)

Final Audit Report 2024-12-17

Created:	2024-12-05
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2dC5-tikRaD5ZSbxq5AkNE7WkirbEycO

"1. FINALMemo_GCCC_BDOnCall_09102024_SSD4 RW_revised SIGNED (3)" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-12-05 - 9:29:12 PM GMT- IP address: 97.182.206.186

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-12-05 - 9:30:25 PM GMT

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2024-12-05 - 10:51:34 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2024-12-05 - 10:59:24 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
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Agreement completed.
2024-12-17 - 9:49:10 PM GMT

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CITY OF SANTA FE

Date: November 25, 2024

To: Governing Body

Via: Regina Wheeler, Public Works Director Regina Wheeler (Nov 29, 2024 13:56 MST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Nov 26, 2024 08:26 MST)

From: Tim Farrell, Public Works Property Development Manager Timothy Farrell

Subject: Capital Appropriation Project Grant Agreement 24-I3145 for Renovations to El Museo Cultural de Santa Fe Facility

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ACTION:
Request Approval of the of State of New Mexico Department of Finance and Administration General Fund 93100 Capital Appropriation Project Grant Agreement 24-I3145 in the Total Amount of $175,000 for Renovations to El Museo Cultural de Santa Fe Facility With a Reversion Date of June 30, 2028. (Tim Farrell, Public Works Property Development Manager; tgfarrell@santafenm.gov)

Request Approval of a Budget Adjustment Request (BAR) to Allocate $175,000 from the 2024 Capital Appropriation to FY25 Revenue and Expenses for the Santa Fe Railyard.

BACKGROUND AND SUMMARY:
El Museo Cultural de Santa Fe, established in 1993 as a local community-led and community run Hispano/Chicano cultural center, has grown into and now occupies 31,000 square feet in this former warehouse building at the Railyard. This City owned facility, originally constructed and used for shipping and warehouse purposes, is now used for community theater, perforce art and artist booth sales.

The City of Santa Fe received capital appropriation 24-I3145 in the amount of $175,000 and has a reversion date of June 30, 2028. The funds will be used for renovations to the entrances, restrooms, and various interior transition areas for improved accessibility and ADA compliance.

There are two additional State Capital Appropriation Grants for El Museo:
- $210,000 allocated through June 30, 2027, for needed renovations to the building, including the heating and air conditioning (HVAC) systems and electrical infrastructure.
- $126,950 allocated through June 30, 2026, for renovations and improvements to the building, as deemed necessary by the City, both for scheduled repair and maintenance and also to provide modern efficiencies and operational improvements.

All funds are expected to be utilized prior to the reversion dates.

ATTACHMENTS:
Grant Agreement NMDFA 24-I3145
BAR

PROCUREMENT METHOD:
Not Applicable

Chief Procurement Officer (CPS)/Designee: N/A (Dec 4, 2024 11:00 MST) Date: Dec 4, 2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:
2024 New Mexico State Capital Appropriation
Fund Name/Number: CIPARTCULT/350
Munis Org Name/Number: ArtCltrCIP/3509980
Munis Expenditure Object Name/Number: WIP Construction/572970
Munis Revenue Object Name/Number: New Mexico Fin and Admin/490210
Project Ledger Number: El Museo Improvements/PWD2535024

Budget Officer/Designee: Andy Hopkins Date: Dec 4, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☑ Yes | ☐ No
Approval: _____ **Signature:** JOHN BURNETT (Nov 26, 2024 08:26 MST) Date: _____
Comment/Exce| **Email:** jsburnett@santafenm.gov _____

Capital Asset* or Project? ☑ Yes | ☐ No**
Project Ledger# PWD2535024
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☑ Yes | ☐ No
Approval: Erika Lujan Erika Lujan (Dec 9, 2024 08:06 MST) Title: Grants Manager Date: Dec 9, 2024
Comment/Exceptions: Grant Agreement NMDFA 24-I3145

Anticipated length of project: _____

Department Contract Administrator Contact Info:
Elizabeth L. Kahahane (elkahahane@santafenm.gov)

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF SANTA FE**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 503**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I3145 $175,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 503, One Hundred Seventy-five Thousand ($175,000.00), from the General Fund 93100 to plan, design and construct accessibility improvements for a cultural museum space in a multipurpose building in the Railyard area in Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed One Hundred Seventy-five Thousand $175,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals One Hundred Seventy-five Thousand $175,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF SANTA FE
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF SANTA FE
Name: Emily K. Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF SANTA FE** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF SANTA FE**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF SANTA FE** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF SANTA FE** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF SANTA FE may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF SANTA FE only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
    1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
    2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
    3. timely submit all required financial reports to its budgetary oversight agency (if any); and
    4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
    1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
    2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
    3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
    4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Aug 13, 2024 14:30 MDT)

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

EMILY OSTER

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)* : _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (I*f Applicable*): _____

G. Grant Balance: _____

H. 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 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 the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ _____

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

_____ _____

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

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.

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Development / Arts & Culture CIP	8/15/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - El Museo Improvements	3509980	572970	PWD2535024	175,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
DFA - 24-I3145 El Museo Improvements	3509980	490210	PWD2535024	(175,000)	
				$ -	$ -

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

Agreement with NM DFA to plan, design, construct accessibility improvements at El Museo in the Railyard in the to

tal amount of $175,000 (24-I3145 expires 06/30/28)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
350	173,250
TOTAL:	173,250

Halona Crowe — 8/15/2024
Prepared By *{print name}* — Date

JOHN BURNETT (Nov 26, 2024 08:26 MST)
Division Director Signature — Date

Regina Wheeler
Regina Wheeler (Nov 29, 2024 13:56 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Dec 4, 2024
Budget Officer — Date

Emily K. Oster — Dec 18, 2024
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

Date: November 25, 2024

To: Governing Body

Via: Regina Wheeler, Public Works Director Regina Wheeler (Nov 26, 2024 09:53 EST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Nov 25, 2024 11:41 MST)

From: Tim Farrell, Public Works Property Development Manager Timothy Farrell

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ACTION:
Request Approval of the of State of New Mexico Department of Finance and Administration (DFA) Capital Appropriation Project Grant Agreement 24-I3144 in the Total Amount of $100,000 for the Railyard Performance Center Facility. (Tim Farrell, Public Works Property Development Manager; tgfarrell@santafenm.gov).

Request Approval of a Budget Adjustment Request (BAR) to Allocate $100,000 from the 2024 Capital Appropriation to FY25 Revenue and Expenses for the Santa Fe Railyard, with a Reversion Date of June 30, 2028.

BACKGROUND AND SUMMARY:
The Railyard Performance Center has been operating at this location at the Railyard since 1996. The studio, which is home to the best dance floor in Northern New Mexico, supports classes, touring artists, performances, and community events in the heart of Santa Fe. The facility is owned by the City and operated by a local family business.

The appropriation will be used for renovations and improvements to the building, including the heating and air conditioning (HVAC) systems and electrical infrastructure. Based on the Facilities Divisions review and investigation of the work associated with this Grant, the funds will be fully utilized prior to June 2028.

ATTACHMENTS:
Grant Agreement NMDFA 24-I3144
BAR

PROCUREMENT METHOD:
2024 New Mexico State Capital Appropriation

Chief Procurement Officer (CPS)/Designee: _____ Date: Nov 27, 2024
CPO Comment/Exceptions: Excluded from Procurement

FUNDING SOURCE:
2024 New Mexico State Capital Appropriation
Fund Name/Number: Railyard/515
Munis Org Name/Number: 5150403/Ryd CapPrj
Munis Expenditure Object Name/Number: WIP Construction/572970
Munis Revenue Object Name/Number: New Mexico Fin and Admin/490210
Project Ledger Number: PWD2551519 - Railyard Performance Space

Budget Officer/Designee: Andy Hopkins Date: Nov 27, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☑ Yes | ☐ No
Approval: _____
Comment/Exceptions:
Signature: JOHN BURNETT (Nov 25, 2024 11:41 MST)
Email: jsburnett@santafenm.gov

Capital Asset* or Project? ☑ Yes | ☐ No**
Project Ledger# PWD2551519
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☑ Yes | ☐ No
Approval: Erika Lujan Erika Lujan (Dec 3, 2024 09:24 MST) Title: Grants Manager Date: Dec 3, 2024
Comment/Exceptions: Grant Agreement NMDFA 24-I3144

Anticipated length of project: _____

Department Contract Administrator Contact Info:
Elizabeth L. Kahahane (elkahahane@santafenm.gov)

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF SANTA FE**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 502**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I3144 $100,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 502, One Hundred Thousand ($100,000.00), from the General Fund 93100 to plan, design, construct, upgrade and improve heating, ventilation and air conditioning systems and electrical infrastructure at railyard facilities in Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed One Hundred Thousand $100,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals One Hundred Thousand $100,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF SANTA FE
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF SANTA FE
Name: Emily K. Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF SANTA FE** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF SANTA FE**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF SANTA FE** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF SANTA FE** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF SANTA FE may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF SANTA FE only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
    1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
    2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
    3. timely submit all required financial reports to its budgetary oversight agency (if any); and
    4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
    1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
    2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
    3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
    4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Aug 13, 2024 14:24 MDT)

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

_____

EMILY OSTER

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)* : _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (I*f Applicable*): _____

G. Grant Balance: _____

H. 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 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 the 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.

Emily K. Oster

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

EMILY OSTER
Printed Name

Printed Name

Date: Dec 24, 2024

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative:_____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

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.

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

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

DEPARTMENT / DIVISION NAME	DATE
Railyard / Railyard CIP	8/16/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Railyard Facilities CIP	5150403	572970	PWD2551519	100,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
DFA - 24-I3144 Railyard Facilities CIP	5150403	490210	PWD2551519	(100,000)	
				$ -	$ -

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

Agreement with NM DFA to plan, design, construct, upgrade and improve heating, ventilation and air conditioning systems and electrical infrastructure at the Railyard Facilities in the amount of $100,000 (24-I3144 expires 06/30/28)

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

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

Halona Crowe — 8/15/2024
Prepared By *{print name}* — Date

JOHN BURNETT (Nov 25, 2024 11:41 MST)
Division Director Signature — Date

Regina Wheeler (Nov 26, 2024 09:53 EST)
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 — Dec 4, 2024
Budget Officer — Date

Emily K. Oster — Dec 24, 2024
Finance Director *{≤ $5,000}* — Date

Randy Randall (Dec 24, 2024 17:45 MST) — Dec 24, 2024
City Manager *{≤ $60,000}* — Date

Contract Packet to GB_NMDFA 24-I3144 Cap App_Railyard Performance Center_11 25 2024

Final Audit Report 2024-11-26

Created:	2024-11-25
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUiu9Xw19e5UNnZN7QtpVI6dDoSP4YfCu

"Contract Packet to GB_NMDFA 24-I3144 Cap App_Railyard Performance Center_11 25 2024" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-25 - 4:43:23 PM GMT- IP address: 63.232.20.2

Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2024-11-25 - 4:50:54 PM GMT

Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2024-11-25 - 5:45:10 PM GMT- IP address: 104.47.65.254

Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2024-11-25 - 5:45:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2024-11-25 - 5:45:20 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2024-11-25 - 6:41:00 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2024-11-25 - 6:41:23 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2024-11-25 - 6:41:27 PM GMT

Email viewed by rawheeler@santafenm.gov
2024-11-26 - 2:52:39 PM GMT- IP address: 24.73.110.46

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2024-11-26 - 2:53:14 PM GMT- IP address: 24.73.110.46

Powered by Adobe Acrobat Sign

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)

Signature Date: 2024-11-26 - 2:53:16 PM GMT - Time Source: server- IP address: 24.73.110.46

Agreement completed.

2024-11-26 - 2:53:16 PM GMT

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Acrobat Sign

Contract Packet to GB_NMDFA 24-I3144 Cap App_Railyard Performance Center_11 25 2024 (1)

Final Audit Report 2024-12-04

Created:	2024-11-27
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAz0DluXYQNFd_PSUJi0pYLdu9xcYJl2ET

"Contract Packet to GB_NMDFA 24-I3144 Cap App_Railyard Performance Center_11 25 2024 (1)" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-27 - 8:03:51 PM GMT- IP address: 97.182.93.53

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-11-27 - 8:06:52 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-11-27 - 8:58:59 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-11-27 - 8:59:33 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
2024-11-27 - 8:59:38 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-27 - 10:42:51 PM GMT - Time Source: server- IP address: 73.228.6.238

Document emailed to evlujan@santafenm.gov for signature
2024-11-27 - 10:42:56 PM GMT

Email viewed by evlujan@santafenm.gov
2024-12-03 - 4:21:55 PM GMT- IP address: 104.47.65.254

Powered by Adobe Acrobat Sign

Signer evlujan@santafenm.gov entered name at signing as Erika Lujan

2024-12-03 - 4:24:16 PM GMT- IP address: 63.232.20.2

Document e-signed by Erika Lujan (evlujan@santafenm.gov)

Signature Date: 2024-12-03 - 4:24:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2024-12-03 - 4:24:30 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2024-12-04 - 0:38:47 AM GMT- IP address: 104.47.64.254

Document declined by EMILY OSTER (ekoster@santafenm.gov)

Decline reason: Please route to Andy Hopkins to sign the BAR form, then back to me to sign the grant agreement. Thank you, Emily

2024-12-04 - 0:42:14 AM GMT- IP address: 63.232.20.2

Contract Packet to GB_NMDFA 24-I3144 Cap App_Railyard Performance Center_11 25 2024 (1) (1)

Final Audit Report 2024-12-17

Created:	2024-12-04
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAN-JOEkBVDfkN88ugw2VOJM4ShYCxf-kI

"Contract Packet to GB_NMDFA 24-I3144 Cap App_Railyard Performance Center_11 25 2024 (1) (1)" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-12-04 - 5:48:15 PM GMT- IP address: 97.182.93.53

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-12-04 - 5:51:13 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-12-04 - 9:48:04 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-12-04 - 9:48:41 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-12-04 - 9:48:45 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-12-11 - 4:42:30 AM GMT- IP address: 73.42.112.179

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-12-15 - 0:59:04 AM GMT- IP address: 73.42.112.179

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-12-17 - 9:40:03 PM GMT- IP address: 104.47.65.254

Document declined by EMILY OSTER (ekoster@santafenm.gov)
Decline reason: Hi, I need to sign the grant agreement on page 13 in addition to the BAR on page 16. Please add a signature block for me on page 13 and route back to me to sign. Thank you, Emily

Powered by Adobe Acrobat Sign

2024-12-17 - 9:45:48 PM GMT- IP address: 63.232.20.2

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Adobe
Acrobat Sign

Contract Packet to GB_NMDFA 24-I3144 Cap App_Railyard Performance Center_11 25 2024 (1) (1) (1)

Final Audit Report 2024-12-25

Created:	2024-12-18
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9XwJSnHF7LaIaOmnl8q7skNczyDEOat1

"Contract Packet to GB_NMDFA 24-I3144 Cap App_Railyard Performance Center_11 25 2024 (1) (1) (1)" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-12-18 - 5:11:46 PM GMT- IP address: 97.182.206.186

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-12-18 - 5:17:58 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-12-18 - 11:51:36 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-12-25 - 0:25:09 AM GMT - Time Source: server- IP address: 75.104.68.196

Document sent to LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) and Randy Randall (rrandall@santafenm.gov) for signature. One of them to sign
2024-12-25 - 0:25:14 AM GMT

Email viewed by Randy Randall (rrandall@santafenm.gov)
2024-12-25 - 0:44:48 AM GMT- IP address: 104.28.48.216

Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2024-12-25 - 0:45:35 AM GMT - Time Source: server- IP address: 24.8.17.39

Agreement completed.
2024-12-25 - 0:45:35 AM GMT

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CITY OF SANTA FE

Date: November 25, 2024

To: Governing Body

From: Tim Farrell, Public Works Property Development Manager Timothy Farrell

Via: Regina Wheeler, Public Works Director Regina Wheeler (Nov 29, 2024 13:55 MST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Nov 26, 2024 08:27 MST)

Subject: Capital Appropriation Project Grant Agreement 24-I4219 for Renovations to El Museo Cultural de Santa Fe Facility

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ACTION:
Request Approval of the State of New Mexico Department of Finance and Administration General Fund 93100 Capital Appropriation Project Grant Agreement 24-I4219, in the Total Amount of $126,950 for Renovations to El Museo Cultural de Santa Fe Facility With a Reversion Date of June 30, 2026. (Tim Farrell, Public Works Property Development Manager; tgfarrell@santafenm.gov)

Request Approval of a Budget Adjustment Request (BAR) to Allocate $126,950 from the 2024 Capital Appropriation to FY25 Revenue and Expenses for the Santa Fe Railyard.

BACKGROUND AND SUMMARY:
El Museo Cultural de Santa Fe, established in 1993 as a local community-led and community run Hispano/Chicano cultural center, has grown into and now occupies 31,000 square feet in this former warehouse building at the Railyard. This City owned facility, originally constructed and used for shipping and warehouse purposes, is now used for community theater, perforce art and artist booth sales.

The City of Santa Fe received capital appropriation 24-I4219 in the amount of $126,950 and has a reversion date of June 30, 2026. The funds will be used for renovations and improvements to the building, as deemed necessary by the City, both for scheduled repair and maintenance but also to provide modern efficiencies and operational improvements.

There are two additional State Capital Appropriation Grants for El Museo:
- $175,000 allocated through June 30, 2028, for needed renovations to the building, including the heating and air conditioning (HVAC) systems and electrical infrastructure.
- $210,000 allocated through June 30, 2027, for renovations and improvements to the building, as deemed necessary by the City, both for scheduled repair and maintenance and also to provide modern efficiencies and operational improvements.

All funds are expected to be utilized prior to the reversion dates.

ATTACHMENTS:
Grant Agreement NMDFA 24-I4219
BAR

PROCUREMENT METHOD:
Not Applicable

Chief Procurement Officer (CPS)/Designee: N/A N/A (Dec 9, 2024 11:57 MST) Date: Dec 9, 2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:
2024 New Mexico State Capital Appropriation
Fund Name/Number: CIPARTCULT/350
Munis Org Name/Number: ArtCltrCIP/3509980
Munis Expenditure Object Name/Number: WIP Construction/572970
Munis Revenue Object Name/Number: New Mexico Fin and Admin/490210
Project Ledger Number: El Museo Improvements/PWD2535023

Budget Officer/Designee: Andy Hopkins Date: Dec 4, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☑ Yes | ☐ No
Approval: _____ **Signature:** JOHN BURNETT (Nov 26, 2024 08:27 MST) Date: _____
Comment/Exce| **Email:** jsburnett@santafenm.gov

Capital Asset* or Project? ☑ Yes | ☐ No**
Project Ledger# PWD2535023
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☑ Yes | ☐ No
Approval: Erika Lujan Erika Lujan (Dec 9, 2024 14:55 MST) Title: Grants Manager Date: 12.9.2024
Comment/Exceptions: Grant Agreement NMDFA 24-I4219

Anticipated length of project: _____

Department Contract Administrator Contact Info:
Elizabeth L. Kahahane, (elkahahane@santafenm.gov)

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF SANTA FE**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 65, Section 217**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I4219 $126,950.00 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 65, Section 217, One Hundred Twenty-six Thousand Nine Hundred Fifty ($126,950.00), from the General Fund 93100 The time of expenditure for the local government division project in Subsection 390 of Section 35 of Chapter 81 of Laws 2020 to plan, design, construct, furnish, equip and install improvements, including roofing, lighting and heating, ventilation and air conditioning systems, to El Museo Cultural de Santa Fe in Santa Fe in Santa Fe county is extended through fiscal year 2026.

The Grantee's total reimbursements shall not exceed One Hundred Twenty-six Thousand Nine Hundred Fifty $126,950.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals One Hundred Twenty-six Thousand Nine Hundred Fifty $126,950.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF SANTA FE
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF SANTA FE
Name: Emily K. Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF SANTA FE** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF SANTA FE**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF SANTA FE** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF SANTA FE** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF SANTA FE may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF SANTA FE only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
    1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
    2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
    3. timely submit all required financial reports to its budgetary oversight agency (if any); and
    4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
    1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
    2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
    3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
    4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Aug 13, 2024 14:31 MDT)

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

EMILY OSTER

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)* : _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (I*f Applicable*): _____

G. Grant Balance: _____

H. 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 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 the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ _____

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

_____ _____

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative:_____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

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.

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Development / Arts & Culture CIP	8/15/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - El Museo Improvements	3509980	572970	PWD2535023	125,681	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
DFA - 24-I4219 El Museo Improvements	3509980	490210	PWD2535023	(125,681)	
				$ -	$ -

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

Agreement with NM DFA to plan, design, construct, furnish, equip and install improvements, including roofing, lighting and heating, ventilation and air conditioning systems at El Museo Cultural De Santa Fe in the total amount of $126,950 (24-I4219 expires 06/30/26) minus 1% AIPP $1269.50

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

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

Halona Crowe — 8/15/2024
Prepared By *{print name}* — Date

JOHN BURNETT (Nov 26, 2024 08:27 MST)
Division Director Signature — Date

Regina Wheeler
Regina Wheeler (Nov 29, 2024 13:55 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Dec 4, 2024
Budget Officer — Date

Emily K. Oster — Dec 18, 2024
Finance Director *{≤ $5,000}* — Date

Randy Randall (Dec 18, 2024 16:52 MST) — Dec 18, 2024
City Manager *{≤ $60,000}* — Date

Contract Packet to GB_NMDFA 24-I4219 Cap App_RYD El Museo_11 25 2024 TF3 dc2 RAW format ELK

Final Audit Report 2024-11-29

Created:	2024-11-26
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh9fVS7aX9-pp_BhXZVZAvsERrkYDSP5a

"Contract Packet to GB_NMDFA 24-I4219 Cap App_RYD El Museo_11 25 2024 TF3 dc2 RAW format ELK" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-26 - 0:12:18 AM GMT- IP address: 63.232.20.2

Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2024-11-26 - 0:15:53 AM GMT

Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2024-11-26 - 2:57:28 PM GMT- IP address: 104.47.65.254

Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2024-11-26 - 2:57:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2024-11-26 - 2:57:36 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2024-11-26 - 3:26:46 PM GMT- IP address: 174.218.21.137

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2024-11-26 - 3:27:10 PM GMT - Time Source: server- IP address: 174.218.21.137

Document emailed to rawheeler@santafenm.gov for signature
2024-11-26 - 3:27:14 PM GMT

Email viewed by rawheeler@santafenm.gov
2024-11-29 - 8:55:36 PM GMT- IP address: 104.47.65.254

Powered by Adobe Acrobat Sign

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler

2024-11-29 - 8:55:55 PM GMT- IP address: 12.104.110.14

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)

Signature Date: 2024-11-29 - 8:55:57 PM GMT - Time Source: server- IP address: 12.104.110.14

Agreement completed.

2024-11-29 - 8:55:57 PM GMT

Contract Packet to GB_NMDFA 24-I4219 Cap App_RYD El Museo_11 25 2024 TF3 dc2 RAW format ELK - DeptSigs

Final Audit Report 2024-12-18

Created:	2024-12-03
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtqYyfngVE7-Dp1sIXpvUyRJ8sZSHYKs_

"Contract Packet to GB_NMDFA 24-I4219 Cap App_RYD El Museo_11 25 2024 TF3 dc2 RAW format ELK - DeptSigs" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-12-03 - 4:06:45 PM GMT- IP address: 97.182.93.53

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-12-03 - 4:11:19 PM GMT

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2024-12-04 - 8:27:56 PM GMT- IP address: 104.47.64.254

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Signature Date: 2024-12-04 - 8:29:58 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
2024-12-04 - 8:30:04 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-12-04 - 11:55:40 PM GMT- IP address: 63.232.20.2

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2024-12-05 - 5:45:23 AM GMT- IP address: 172.225.80.180

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2024-12-09 - 4:04:41 AM GMT- IP address: 172.225.199.26

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-12-09 - 6:55:31 PM GMT- IP address: 63.232.20.2

Signer JoAnn Lovato (jdlovato@santafenm.gov) entered name at signing as N/A
2024-12-09 - 6:56:59 PM GMT- IP address: 63.232.20.2

Document e-signed by N/A (jdlovato@santafenm.gov)
Signature Date: 2024-12-09 - 6:57:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to evlujan@santafenm.gov for signature
2024-12-09 - 6:57:06 PM GMT

Email viewed by evlujan@santafenm.gov
2024-12-09 - 9:54:47 PM GMT- IP address: 104.47.64.254

Signer evlujan@santafenm.gov entered name at signing as Erika Lujan
2024-12-09 - 9:55:10 PM GMT- IP address: 63.232.20.2

Document e-signed by Erika Lujan (evlujan@santafenm.gov)
Signature Date: 2024-12-09 - 9:55:12 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-12-09 - 9:55:18 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-12-18 - 11:21:00 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-12-18 - 11:27:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) and Randy Randall (rrandall@santafenm.gov) for signature. One of them to sign
2024-12-18 - 11:27:14 PM GMT

Email viewed by LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov)
2024-12-18 - 11:28:59 PM GMT- IP address: 73.98.43.226

Email viewed by Randy Randall (rrandall@santafenm.gov)
2024-12-18 - 11:51:50 PM GMT- IP address: 104.47.64.254

Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2024-12-18 - 11:52:28 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-12-18 - 11:52:28 PM GMT

CITY OF SANTA FE

Date: December 9, 2024

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

From: Shirley Spencer, TSF Administrative Manager Shirley Spencer

Via: Jordan Guenther, TSF Interim Executive Director

Subject: NYE & Dia de Muretos Amendment 1

Vendor Name: Kiwanis Club of Santa Fe

Munis Vendor Number: 7890

ITEM AND ISSUE:

TOURISM Santa Fe Respectfully Requests Your Review and Approval of a Amendment #1 to 23-0010 Kiwanis Club of Santa Fe for Professional Service (Event Planning). Amendment One Increases the Amount of Compensation to Aid in the Funding for New Year's Eve and Dia De Muretos by $90,000 –plus New Mexico Gross Receipts Tax for a total compensation of $390,000 - plus New Mexico Gross Receipts Tax.

Quality of Life: 01/08/2025
Finance: 01/13/2025
Governing Body: 01/15/2025

CONTRACT NUMBER:

The FY24 Munis contract number is 32003816, original contract number 23-0010.

BACKGROUND AND SUMMARY:

On January 14, 2023 original contract #23-0010 was approved as a 4 Year Term expiring June 30, 2027 for the Coordination of Dia De Muretos and New Years Eve coordination of events. This Amendment one is for additional support for Dia de Muertos and New Years Eve (NYE), Reducing the Reliance on the Private Business Sponsorship to Support a City Event.

23-0010 term January 14, 2023 to June 30, 2027 in the amount of $300,000 & Amendment One to increased by $90,000 for total Contract of $390,00.

23-0010 Breakdown:	Amendment One Breakdown:
FY24 $75,000	$75,000
FY25 $75,000	$105,000
FY26 $75,000	$105,000
FY27 $75,000	$105,000

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

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

RFP used 23/15/P, Contract Munis #3203816 (no Munis Procurment utilized as it was not available at that time).

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Dec 10, 2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: Lodgers Tax/213

Munis Org Name/Number: VSF Admin/2130521

Munis Object Name/Number: Grants & Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** Dec 10, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ◉ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project ☐ Yes | ◉ No**
Project Ledger #: _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ◉ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: RFP

Vendor's Quote

Professional Services Contract

CPO Service Determination Email
Certificate of Liability Insurance (COI)
Waiver of Workers Compensation
Original contract 23-0010

Item#_____
Munis Contract# 3203816
Original Contract Item# 23-0010
RFP #: 23/15/P

CITY OF SANTA FE
AMENDMENT No. One TO
General Service Contract
ITEM#23-0010

This AMENDMENT No. **One** (the "Amendment") amends the CITY OF SANTA FE Service Contract, dated January 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and **KIWANIS CLUB of SANTA FE.** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide Event Coordination Services

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

1. COMPENSATION.

Article 3, of the Contract is amended to increase the amount of compensation by a total of Ninety Thousand dollars ($90,000) plus New Mexico gross receipts tax so that Article 3, reads in its entirety as follows:

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

Deliverable Item:	Price:
01 FY24	$75,000
02 FY25	$105,000
03 FY26	$105,000
04 FY27	$105,000

The total compensation under this Agreement shall not exceed Three Hundred Ninety Thousand dollars ($390,000) plus New Mexico Gross Receipts Tax.

CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
KIWANIS CLUB of SANTA FE

Ned Harris
Ned Harris (Dec 9, 2024 13:34 MST)
NED HARRIS, PRESIDENT

DATE: Dec 9, 2024
CRS#03-226802-00-5

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Dec 9, 2024 13:45 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

Item# **23-0010**
Munis Contract# 3203816

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Service

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

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

C. "You" and "your" refers to (KIWANIS CLUB of SANTA FE). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work:

Plan, coordinate and execute celebrations for New Year's Eve and Día de Muertos on the plaza which includes, but is not limited to, all planning of the event, obtaining, hiring and payment to musicians, the coordination and negotiation with independent contractors who will provide necessary equipment and personnel (skilled and unskilled), overseeing all aspects of the production of the events, ensuring proper breakdown and clean up occurs and ensuring that all city rules for the use of the plaza are observed. Independent Contractors can include but are not limited to sound and light providers, tent providers, fireworks providers, private security providers and other independent contractors which may or may not be required by the city but are necessary to ensure the safe and successful production of the events. Contractor will also be responsible for solicitation of private funding that is required to produce the event in excess of funds provided by the city.

Performance Measures:

1) Solicit private sector contribution. Contributions from the private sector will be used to offset costs and pay expenses (musicians, fireworks, sound and lights, supplies, security,

marketing and other expenses common to an outdoor style city wide production) incurred by the events.

2) Product and operating budget for each event. Each budget will reflect all income for the event (both City and private sector funds) and all expenses incurred in the presentation of each event. Every reasonable effort shall be made to present a balanced budget
3) Production and execution of the event.
4) Serve as a fiscal agent for the event, paying all related invoices.
5) Maintain a record for future planning purposes, a copy of which is provided to the city with no retained process ownership by the contractor.
6) Hire subcontractors as needed to perform the services in the agreement.

3. **Compensation**

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

Deliverable item:	U/I (unit of issue)	Price
01 FY 24		$75,000
02 FY25		$75,000
03 FY26		$75,000
04 FY27		$75,000

The total compensation under this Agreement shall not exceed Three Hundred Thousand dollars ($300,000) - plus New Mexico gross receipts tax.

4. **Payment Provisions**

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices

for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2027. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

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

B. Notice; City Opportunity to Cure.

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

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

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

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

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

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

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

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

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

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

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

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

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

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

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

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

41. **Notification**

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

To the City:

Randy Randall, 201 W. Marcy Street, Santa Fe, NM 87501, rrandall@santafenm.gov

To the Contractor:

Kiwanis Club of Santa Fe, Attn: Jake Romero, PO Box 622, Santa Fe, NM 87504-0622

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

To the Contractor:

Kiwanis Club of Santa Fe, Attn: Jake Romero, PO Box 622, Santa Fe, NM 87504-0622

42. **Succession**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Jan 14, 2023

CONTRACTOR:

Jake Romero (Dec 9, 2022 10:57 MST)

JAKE ROMERO, PRESIDENT

DATE: 12/08/2022

CRS# 03-226802-00-5

Registration # 225300

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 01/11/2023

CITY ATTORNEY'S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

TOURISM SF
Fund: Lodger's Tax Fund/#213
ORG: VSF – Program & Events/Org.#2130523
OBJ: Grants and Services/Obj.# 510400
FY24 TOTAL: $42,500

Arts & Culture
Fund: Lodger's Tax Fund/#213
ORG: VSF – Arts and Culture Admin/Org.#2132775
OBJ: Advertising/Obj.# 561850
FY24 TOTAL: $7,500

Parks
Fund: General Fund/#100
ORG: VSF – PTW Admin/Org.#1004150
OBJ: Professional Contracts/Obj.# 510300
FY24 Total: $10,000

The City of Santa Fe
AND
The Department of Tourism

REQUEST FOR PROPOSALS (RFP)

Events Planner

RFP#
23/15/P

RFP Release Date: November 23, 2022

Proposal Due Date: December 7, 2022

ELECTRONIC-ONLY PROPOSAL SUBMISSION

DATE: December 8, 2022

TO: JoAnn Lovato, Interim Chief Procurement Officer
City of Santa Fe

FROM: Randy Randall, Procurement Manager
Tourism Santa Fe

SUBJECT: Evaluation Committee Report, Events Planner RFP # 23/15/P

In accordance with the Request for Proposals for Events Planner issued November 23, 2022, two responses were submitted from the following Offerors: Kiwanis Club of Santa Fe (Kiwanis) and Sage Bird and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Jordan Guenther, Director of Marketing
Ryan Dodge, Program and Events Manager
Justin Cox, National Sales Manager

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- 12/8/2022 Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- The committee agreed to discuss proposals and submit a combined score vs. individual scores to be averaged.
- Two responses were received – Kiwanis and Sage Bird
- Upon review of each for consideration, it was determined that Sage Bird had not submitted the Letter of Transmittal nor the Campaign Contribution Form. Those 2 forms are mandatory to be signed and returned by the proposer. As a result, Sage Bird was determined to be non-responsive
- The proposal from Kiwanis was reviewed and scored as follows.

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (200 Total Points)

	Kiwanis		
Offeror Points	200		

Organizational Experience

Specifications:

Offeror **must**:
a) provide a brief description of relevant event planning experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of public events. All public events provided to private sector will also be considered;
b) provide a detailed resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Offeror must include key personnel education, work experience, and applicable certifications/licenses.
c) describe at least two project successes and failures of event planning. Include how each experience improved the Offeror's services.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Kiwanis

The Evaluation Committee awarded Kiwanis 200 points based on the Offeror's response. The offeror provided significant proof of expertise, the resumes of key personnel and described in detail the successes and failures of event planning for two past projects.

Section IV.B.2, Organizational References (200 Total Points)

	Kiwanis		
Offeror Points	133		

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years. Offeror shall include the following Business Reference information as part of its proposals:
a) Client name;
b) Project description;
c) Project dates (starting and ending);
d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
e) Staff assigned to reference engagement that will be designated for work per this RFP; and
f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX E. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.
Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Evaluation Factors:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.
The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

Kiwanis

The Evaluation Committee awarded Kiwanis 133 points based on the Offeror's response. Offeror did not list the three reference names but did provide to the committee two very favorable and complete references. The deduction was related to not having the list and not receiving a third reference.

Section IV.B.3. Oral Presentation (50 Total Points)

	Kiwanis		
Offeror Points	50		

Oral Presentation

Specifications:

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

Evaluation Factors:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

Kiwanis

The Evaluation Committee awarded Kiwanis 50 points based on the Offeror's response. Oral presentations were not required.

Section IV.B.4, MANDATORY SPECIFICATIONS 500 Total Points)

	Kiwanis		
Offeror Points	425		

Mandatory Specifications

Specifications:

Give a detailed explanation of your vision of both events and the plans needed to make that vision possible as outlined in the Scope of Work. Give a detailed explanation of how the following performance measures will be met:
A. Solicit private sector contribution. Contributions from the private sector will be used to offset costs and pay expenses (musicians, fireworks, sound and lights, supplies, security, marketing and other expenses common to an outdoor style city wide production) incurred by the events.
B. Product and operating budget for each event. Each budget will reflect all income for the event (both City and private sector funds) and all expenses incurred in the presentation of each event. Every reasonable effort shall be made to present a balanced budget
C. Production and execution of the event.
D. Serve as a fiscal agent for the event, paying all related invoices.
E. Maintain a record for future planning purposes, a copy of which is provided to the city with no retained process ownership by the contractor.
F. Hire subcontractors as needed to perform the services in the agreement.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge.

Kiwanis

The Evaluation Committee awarded Kiwanis 425 points based on the Offeror's response. Items A, B, C, D and F were completed, addressed and answered appropriately. For Item E, the Offeror did indicate that records would be kept, however there was no commitment to provide a copy of the records to the City with no retained process ownership by the Offeror.

Section IV. C. Business Specifications

Section IV.C.1. Letter of Transmittal (Pass/Fail)

	Kiwanis	Sage Bird	
Pass/Fail	PASS	FAIL	

Specifications:

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2. Signed Campaign Contribution Disclosure Form (Pass/Fail)

	Kiwanis	Sage Bird	
Pass/Fail	PASS	FAIL	

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3. Costs (50 Total Points)

	Kiwanis		
Offeror Points	50		

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by the first year combined cost.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the first year combined cost
and the following formula:
Lowest Responsive Offeror's Cost
---------- X Available Award Points
Each Offeror's Cost

Kiwanis

The Evaluation Committee awarded Kiwanis50 points based on the Offeror's response. The Offeror provided an acceptable cost estimate for all four years of the contract and was the only responsive proposal.

Section IV.C.4. NM Preferences

	Kiwanis		
NM Business Preference	0		
NM Veterans Preference	0		

Specifications:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors
MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below.

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

A. When the City makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the City shall award additional 6% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 6% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

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

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

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

Kiwanis

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Event Planner
RFP # 23/15/p

Evaluation Summary

	Kiwanis	Sage Bird	
Section IV.B 1. Technical Specifications Organizational Experience (200 Points)	200		
Section IV.B 2. Technical Specifications Organizational References (200 Points)	133		
Section IV.B 3. Technical Specifications Oral Presentation (50 Points)	50		
Section IV.B 4. Technical Specifications Mandatory Specification (500 Points)	425		
Section IV.B 5. Technical Specifications Desirable Specification (0 Points)	N/A		
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	PASS	FAIL	
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	PASS	FAIL	
Section IV.C 3. Business Specifications Cost 50 Points)	50		
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%			
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%			
TOTAL POINTS AWARDED	**858**		

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding contract to perform the scope of work as outlined in the Event Planner RFP #23/15/P to the single (1) responsive proposal: Kiwanis Club of Santa Fe; subject to agreement between the TOURISM Santa Fe and the selected Offeror. Awarding a contract to the recommended Offeror(s) is in the best interest and is most advantageous to the State, the Agency, and Agency clients.

Committee Signature Approval

Jordan Guenther — 12/8/2022

Jordan Guenther
Evaluation Committee Member — Date

Ryan Dodge (Dec 8, 2022 17:43 MST) — 12/8/22

Ryan Dodge
Evaluation Committee Member — Date

Justin RM Cox (Dec 9, 2022 09:03 MST) — 12/9/22

Justin Cox
Evaluation Committee Member — Date

Randy Randall (Dec 9, 2022 09:30 MST) — 12/09/2022

Randy Randall
Procurement Manager — Date

Chief Procurement Officer Signature Approval

12/9/22

JoAnn Lovatto
Interim Chief Procurement Officer
City of Santa Fe — Date

Kiwanis

The Kiwanis Club of Santa Fe, NM
Post Office Box 622, Santa Fe, NM 87504-0622 USA

burnhim@burnzozobra.com
202-719-9652

City of Santa Fe
100 Lincoln
Santa Fe, NM 87504

Subject: Formal Quote for Dia de los Muertos and New Year's Eve Events

The Kiwanis Club of Santa Fe is pleased to submit this formal quote for the production, hosting, operational management and insure of the Dia de los Muertos celebration and New Year's Eve festivities at the Plaza.

Total Quote: $105,000.00

This quote represents a $30,000 increase from the previous fiscal year. The increase is primarily attributed to enhanced labor costs and the implementation of additional security measures, following the recent incident at the Plaza during Fiesta.

Scope of Services Includes:

1. **Production Management:** Coordination of all event logistics including permits, vendor management, and scheduling.

2. **Hosting:** Engagement of artists, performers, and community groups to ensure a vibrant and culturally rich experience.

3. **Operational Support:** On-site management of the events, including setup and breakdown.

4. **Security:** Increased security measures, including additional barriers and personnel to ensure the safety and enjoyment of all attendees.

5. **Insurance Coverage:** Utilization of Kiwanis insurance to ensure comprehensive coverage for the events, further enhancing safety and liability management.

We believe that these events are vital for the community, fostering cultural appreciation and unity among residents and visitors alike. We look forward to the opportunity to collaborate with the City of Santa Fe to make these celebrations a success.

Thank you for considering our proposal. Please feel free to contact me directly at 202-719-9652 or burnhim@burnzozobra.com if you have any questions or require further information.

Respectfully.

Raymond G. Sandoval

Raymond G. Sandoval, Dia de los Muertos and New Year's Eve Chair, Kiwanis Club of Santa Fe

From: DUTTON-LEYDA, TRAVIS K.
To: SPENCER, SHIRLEY J.; Purchasing DET
Subject: RE: Determination for NYE & Dia de Muertos Coordination
Date: Friday, November 15, 2024 9:39:29 AM

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  -IT components (anything IT) - ereview@santafenm.gov
  -Vehicles – dmjaramillo@santafenm.gov
  -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov

  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov
  -Emergency Related Purchases - bgwilliams@santafenm.gov
  -Asset over $5k - lmstorey@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request

and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

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

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

More Procurement, less drama ~ John Blair

From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Wednesday, November 13, 2024 2:48 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; Purchasing DET <purchasing_det@santafenm.gov>
Subject: Determination for NYE & Dia de Muertos Coordination

Hi Travis,

I need a determination for SOW:

Plan, coordinate and execute celebrations for New Year's Eve and Día de Muertos on the plaza which includes, but is not limited to, all planning of the event, obtaining, hiring and payment to musicians, the coordination and negotiation with independent contractors who will provide necessary equipment and personnel (skilled and unskilled), overseeing all aspects of the production of the events, ensuring proper breakdown and clean up occurs and ensuring that all city rules for the use of the plaza are observed. Independent Contractors can include but are not limited to sound and light providers, tent providers, fireworks providers, private security providers and other independent contractors which may or may not be required by the city but are necessary to ensure the safe and successful production of the events. Contractor will also be responsible for solicitation of private funding that is required to produce the event in excess of funds provided by the city.

Thanks,

Shirley Spencer
Administrative Manager
TOURISM Santa Fe
505-955-6208

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/12/2024

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 281560712 **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**	Y		013136005	11/1/2024	11/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Liquor Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability	$ 1,000,000
A	**AUTOMOBILE LIABILITY**			013136005	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Self-Insured Retention			013136005	11/1/2024	11/1/2025	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).
December 30, 2024, through the end of policy term October 31st, 2025
New Years on the Plaza
Located @ Santa Fe Downtown Plaza, 63 Lincoln Ave, Santa Fe NM 87501
Kiwanis Club of Santa Fe K00479

CERTIFICATE HOLDER

City of Santa Fe and City of Santa Fe Parks Division
200 Lincoln Avenue
Santa Fe NM 87501
United States

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

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REQUEST FOR WAIVER OF INSURANCE

Date: 112/8/2022 **Division/department:** TOURISM Santa Fe

Project manager: Randy Randall **Phone:** 505-955-6209

Requested for: Kiwanis Club of Santa Fe

☐ **General liability** ☐ **Auto liability** ☐ **Professional liability**

☑ **Workers compensation (Mandatory unless sole proprietor)** ☐ **Other insurance**

Scope of services: Plan, Coordination and execute New Years Eve & Dia de Murtos events on the Santa Fe Plaza

Why the request for waiver: Kiwanis Club is a non profit organization and have no employees

Division evaluation of risk:

What is the term and annual dollar amount of the contract:	4 year term, annual $75,000	
Is our standard contract being used:	☑ Yes	☐ No
Was the contractor asked if they carry insurance:	☑ Yes	☐ No
Is there construction/demolition:	☐ Yes	☑ No
Is there potential for bodily injury or property damage:	☐ Yes	☑ No
Are crowds or children likely to be involved:	☑ Yes	☒ No MYL MYL
Will the contractor be working on site in the City:	☑ Yes	☐ No
Is the contractor a professional (licensed, certified):	☐ Yes	☑ No
Will the City rely on information to make future decisions:	☑ Yes	☒ No MYL MYL
Could poor, non-performance or the product cause loss:	☐ Yes	☑ No
Office of Risk Management recommendation:	☐ Yes	☐ No

Melanie Lovato

☐ **Insurance Waiver Approved** ☐ **nsurance Waiver Not Approved**

John Blair

John Blair, City Manager **Date**

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: **December 23, 2024**

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

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

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ACTION:

Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $286,560 to increase WIP Construction using funds budgeted in Miscellaneous Revenue during FY24.

(Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

BACKGROUND AND SUMMARY:

During FY24, the Santa Fe Regional Airports tenant, Signature Aviation, reverted two of their Hangar spaces back to the Airport's possession. At the time of reverting the hangars, there was found to be issues with the hangar doors, heating and other various items. Signature Aviation and the City of Santa Fe came to an agreement that Signature would pay for the cost of fixing these issues.

In FY24, Signature wired a payment pf $286,560 to the Airport based on the estimated cost of repairs. The Airport was unable to have these repairs done in FY24 but now has a contract in place to move forward. Therefore, approval of this expenditure only BAR is requested.

COMMITTEE REVIEW
Public Works: 01/06/2025
Finance: 01/13/2025
Governing Body: 01/15/2025

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Airport	12/23/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5450407	572970	AIR2554513	286,560	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 286,560	$ -

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

This money was provided to the Santa Fe Airport from tenant "Signature Flight Support" for the repair of hangar doors in FY24.

The repairs were not complete in the last FY however, the airport is ready to move forward using our Davenport on call contract.

This money was placed in misc. revenues but never budgeted to an expenditure account.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
545	(286,560)
TOTAL:	**(286,560)**

Kelly Bynon — 12/23/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

James Harris (Dec 25, 2024 19:39 MST) — Dec 25, 2024
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

ALEXIS LOTERO (Dec 26, 2024 12:45 MST) — Dec 26, 2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Account

Fund	545 ...	AIRPORT	Acct	545-70-25-6050-000-00-000-471400-	
Org	5456050 ...	AIR Oper	Acct name	Miscellaneous Revenues 2	Account Notes
Object	471400 ...	Misc Rev	Type	Revenue	Status Active
Project	...		Rollup	...	
			Sub-Rollup	...	

MultiYr Fund

4 YEAR COMPARISON | HISTORY | 4 YEAR GRAPH | HISTORY GRAPH

Yr/Per 2024/13	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2025
Original Budget	.00	.00	.00	.00
Transfers In	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	.00	.00	.00	.00
Actual (Memo)	-289,242.99	-6,421.92	.00	-655.21
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	289,242.99	6,421.92	.00	655.21
Percent used	.00	.00	.00	.00

CITY OF SANTA FE

GENERAL JOURNAL ENTRY PROOF

Journal Summary

Year	Period	Journal	Journal Desc	Ref 2	Ref 3
2024	02	1635	ACH WIRE		

Src	Eff Date	Account Project String	Ref 1	Account Description Line Description	T	OB	Debit	Credit
GCR	08/10/2023	5456050-471400-		Miscellaneous Revenues 2 BBA AVIATION (SIGNATURE)				286,560.00
GCR	08/10/2023	999-100900-		Cash in Common ACH WIRE			286,560.00	
GCR	08/10/2023	999-290545-		Pooled Cash Fund 545 SYSTEM GENERATED DUE TO LINE				286,560.00
GCR	08/10/2023	545-100700-		AP Cash Control SYSTEM GENERATED DUE FROM LINE			286,560.00	
						Totals	**573,120.00**	**573,120.00**
GCR	08/10/2023	545-400000-		Revenue Control				286,560.00

Fund Summary

Year	Period	Journal	Eff Date
2024	02	1635	08/10/2023

Fund	Fund Description	Account	Account Description		Debit	Credit
545	Airport	545-100700-	AP Cash Control		286,560.00	
545	Airport	545-400000-	Revenue Control			286,560.00
				Fund Totals	**286,560.00**	**286,560.00**
999	Pooled Cash	999-100900-	Cash in Common		286,560.00	
999	Pooled Cash	999-290545-	Pooled Cash Fund 545			286,560.00
				Fund Totals	**286,560.00**	**286,560.00**

Due To/Due From Summary

Fund	Fund Description	DUE TO	DUE FROM
		0.00	0.00
	Totals	**0.00**	**0.00**

** End of Report - Generated by Randal L Holmes **

THE CITY OF
SANTA FE

MEMORANDUM

DATE: December 12, 2024

TO: Finance Committee
Public Works Committee
Governing Body
Andy Hopkins, Budget Andy Hopkins
Erika Lujan, Grants Erika Lujan
Erika Lujan (Dec 16, 2024 08:14 MST)

FROM: Sten Johnson, Assistant Fire Chief

VIA: Brian Moya, Fire Chief BM

CC: David Chapman, Grant Administrator

SUBJECT: NM DFA General Fund 93100 Capital Appropriation Project

ITEM AND ISSUE:
Request for Approval of a State of New Mexico Department of Finance and Administration General Fund 93100 Capital Appropriation Project Agreement for $250,000 to Purchase and Install Self-contained Breathing Apparatus (SCBA) for the Fire Department. SCBA equipment to be procured from vendor, Municipal Emergency Services.
Reversion date of June 30, 2026
Request for Approval of a Budget Amendment Resolution (BAR) to Put $250,000 From the DFA Grant into FY25 Fire Department Revenue and Safety Equipment Expenses.

BACKGROUND AND SUMMARY:
The City received the attached award announcement for NM DFA General Fund 93100 Capital Appropriations Project; 24-I3141 in the amount of $250,000.00.

These funds are granted for the procurement of Self-Contained Breathing Apparatus for the Fire Department. This procurement will replace aging equipment, update equipment to the latest offered technology and expand inventory to meet the needs of our growing department. The latest offered technology will assist to keep our Firefighters safe while working within environments that are immediately dangerous to life and health.

ATTACHMENTS:

New Mexico Finance and Administration General Fund 93100 Capital Appropriation Project Agreement.

BAR and Project Ledger.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 12/2/2024

Project Title: Fire Department SCBA Procurement

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: PWD2522128

Grant ID: _____

Approved By: _____

(Finance Use Only)

Department: Fire Project Manager: Sten Johnson Ext: 505-467-9799

Project Date Range: 7/1/2023 to 6/30/2024 ☐ Create Fixed Asset

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

Funding Source: NM DFA Capital Appropriations % of Funding: 100

MUNIS ORG: 2210181 MUNIS OBJ: 570500 Awarded Amount: $250,000.00

Funding Source: _____ % of Funding: _____

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

Expense String Phase:

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

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

Phase: Machinery/Equipment >$5000 MUNIS ORG: 2210181 MUNIS OBJ: 570500

Grants Only (list all grants if applicable):

Grantor Name: NM DFA Capital Appropriations Project Awarded Amount: $250,000.00

AR Charge Code: 2210181.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

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

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

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

Log # (Finance use only):	
Journal # (Finance use only):	

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

DEPARTMENT / DIVISION NAME	DATE
Fire	12/3/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Machinery/Equipment >5000	2210181	570500	PWD2522128	250,000	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept of Finance and Administration	2210181	490210	PWD2522128	(250,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
–Attach supporting documentation/memo
Capital Appropriations grant for the purchase of new Self Contained Breathing Apparatus. These are needed to replace soon to be outdated and depreciated current inventory.

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

Sten Johnson — Prepared By *(print name)* — 12/3/2024 Date

12/17/24 — Division Director Signature *(optional)* — Date

12/17/24 — Department Director Signature — Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins — Budget Officer — Dec 16, 2024 Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF SANTA FE**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 499,** the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I3141 $250,000.00 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 66, Section 28, Paragraph 499, Two Hundred Fifty Thousand ($250,000.00), from the General Fund 93100 to purchase and install equipment, including self-contained breathing apparatus, for the fire department in Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed Two Hundred Fifty Thousand $250,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals Two Hundred Fifty Thousand $250,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF SANTA FE
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF SANTA FE
Name: Emily K. Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
   i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
   ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF SANTA FE** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF SANTA FE**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF SANTA FE** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the CITY OF SANTA FE or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF SANTA FE may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF SANTA FE only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

_____

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

_____

EMILY OSTER

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. 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 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 the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____
Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____
Grantee Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **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**

Revised 4-2022

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

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.

THE CITY OF
SANTA FE

MEMORANDUM

DATE: December 8, 2024

TO: Finance Committee
Governing Body
Andy Hopkins, Budget Andy Hopkins
Erika Lujan, Grants Erika Lujan
Erika Lujan (Dec 24, 2024 10:39 MST)

FROM: Sten Johnson, Assistant Fire Chief

VIA: Brian Moya, Fire Chief BSM

CC: David Chapman, Grant Administrator

SUBJECT: US Department of Justice; Bureau of Justice Assistance Grant

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ITEM AND ISSUE:

Request for Approval of a US DOJ Bureau of Justice Assistance Grant 15PBJA-24-GG-00325-BRND for $300,000 to Purchase and Install a new Vehicle and Data Processing Equipment. Reversion date June 30, 2027.
Request for Approval of a Budget Amendment Resolution (BAR) to put $300,000 From the DOJ Grant into FY25 Fire Department Revenue.

BACKGROUND AND SUMMARY:

The City received the attached award announcement for US DOJ 1 SPBJA-24-GG-00325-BRND in the amount of $300,000.
These funds are granted for the procurement of a new vehicle for our Alternative Response Unit. This vehicle will be custom built to accommodate the growing and diverse needs of our clients. In addition, these funds will be used to replace and upgrade new rugged built laptop computers for the work done out on our streets and in client homes.

ATTACHMENTS:

US DOJ Bureau of Justice Assistance Grant 15PBJA-24-GG-00325-BRND Agreement.
BAR and Project Ledger.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 11/25/2024

Project Title: Fire Department Mobile Health DOJ Grant

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: FIR2522101
Grant ID: F2519
Approved By: _____
(Finance Use Only)

Department: Fire Project Manager: Sten Johnson Ext: 505-467-9799

Project Date Range: 7/1/2024 to 6/30/2027 ☐ Create Fixed Asset

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

Funding Source: US Department of Justice % of Funding: 100

MUNIS ORG: 2210187 MUNIS OBJ: 490555 Awarded Amount: $32,000.00

Funding Source: USDOJ % of Funding: 490555

MUNIS ORG: 2210181 MUNIS OBJ: 490555 Awarded Amount: $268,000.00

Expense String Phase:

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

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

Phase: Data Processing Equip Nonexempt/Vehicles <1.5t ons MUNIS ORG: 2210187/2210181 MUNIS OBJ: 570800/570950

Grants Only (list all grants if applicable):

Grantor Name: USDOJ 15PBJA-24-GG-00325-BRND Awarded Amount: $300,000.00

AR Charge Code: 2210187/2210181-490555 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700038 Federal CFDA (if applicable): 16.753

Grantor Name: _____ Awarded Amount: _____

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

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

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

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Fire	11/25/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Vehicles <1.5	2210181	570950	FIR2522101	268,000	
Data Processing Equipment	2210187	570800	FIR2522101	32,000	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
US DOJ GRANT 15PBJA-24-GG-00325-BRND	2210187	490555	FIR2522101	(32,000)	
USDOJ GRANT 15PBJA-24-GG-00325-BRND	2210181	490555	FIR2522101	(268,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
–Attach supporting documentation/memo
Congressionally Directed Funding through the US DOJ Grants. Coined specifically for new Alternative Response vehicles and laptop computers for Mobile Integrated Health.

USDOJ 15PBJA-24-GG-00325-BRND Award amount-300,000.00

(Complete section below if BAR results in a net change to ANY Fund)

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

Sten Johnson — 12/3/2024
Prepared By *(print name)* — Date

Division Director Signature *(optional)* — Date

Department Director Signature — 12/9/24 — Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Dec 20, 2024
Budget Officer — Date

Emily K. Oster — Dec 24, 2024
Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF SANTA FE 200 LINCOLN AVE
City, State and Zip:	SANTA FE, NM 87501
Recipient UEI:	QLN2YKMMJ8X6
Project Title: Mobile Integrated Health Office (MIHO)	**Award Number:** 15PBJA-24-GG-00325-BRND
Solicitation Title: BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program	
Federal Award Amount: $300,000.00	**Federal Award Date:** 8/15/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.753 - Congressionally Recommended Awards	
Project Period Start Date: 7/1/24	**Project Period End Date:** 6/30/27
Budget Period Start Date: 7/1/24	**Budget Period End Date:** 6/30/27

Project Description:

The city of Santa Fe will utilize this funding to acquire needed equipment and training for its Mobile Integrated Health Team. This 15-member team is a specialized division of the Santa Fe Fire Department. The purpose of their efforts is to identify, connect with, and provide case management to people in the community who frequently activate the 911 system. Providing assistance to these individuals will afford the opportunity to pinpoint their underlying needs and connect them with resources to better suit and more efficiently achieve a healthier more stable living situation.

Award Letter

August 15, 2024

Dear Matthew Bonifer,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF SANTA FE for an award under the funding opportunity entitled 2024 BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program. The approved award amount is $300,000.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits

discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type
OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF SANTA FE

UEI
QLN2YKMMJ8X6

Street 1
200 LINCOLN AVE

Street 2

City
SANTA FE

State/U.S. Territory
New Mexico

Zip/Postal Code
87501

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
8/15/24

Award Type
Initial

Award Number
15PBJA-24-GG-00325-BRND

Supplement Number
00

Federal Award Amount
$300,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.753	Congressionally Recommended Awards

Statutory Authority

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 146-47)

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

Awarding Agency

2024 BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program

OJP

Program Office
BJA

Application Number
GRANT14149916

Grant Manager	Phone Number	E-mail Address
Elaine Smokes	202-307-1611	Elaine.Smokes@usdoj.gov

Project Title
Mobile Integrated Health Office (MIHO)

Performance Period Start Date	Performance Period End Date
07/01/2024	06/30/2027

Budget Period Start Date	Budget Period End Date
07/01/2024	06/30/2027

Project Description
The city of Santa Fe will utilize this funding to acquire needed equipment and training for its Mobile Integrated Health Team. This 15-member team is a specialized division of the Santa Fe Fire Department. The purpose of their efforts is to identify, connect with, and provide case management to people in the community who frequently activate the 911 system. Providing assistance to these individuals will afford the opportunity to pinpoint their underlying needs and connect them with resources to better suit and more efficiently achieve a healthier more stable living situation.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Year 1	Total
Personnel	
$0	$0
Fringe Benefits	
$0	$0
Travel	

$0	$0
Equipment	
$300,000	$300,000
Supplies	
$0	$0
Construction	
$0	$0
SubAwards	
$0	$0
Procurement Contracts	
$0	$0
Other Costs	
$0	$0
Total Direct Costs	
$300,000	$300,000
Indirect Costs	
$0	$0
Total Project Costs	
$300,000	$300,000
Federal	
Non-Federal	
Year1	
$300,000	
$0	
$300,000	
$0	

Budget Totals

	Total	Percentage
Total Project Cost	$300,000	
Federal Funds	$300,000	100.00
Non-Federal Amount	$0	0.00
Match Amount	$0	0.00
Program Income	$0	0.00

Budget Category
Personnel
Fringe Benefits
Travel
Equipment
Supplies
Construction
SubAwards
Procurement Contracts
Other Costs
Indirect Costs

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at

"Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.

Condition 2
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 4
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 5
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 6
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 7
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

Condition 8
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes

(without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 20
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

Condition 21
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the

OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28
Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal,

modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 34
FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more

and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35
Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36
Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38
Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39
Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the

Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43
Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44
The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed

justification for why an alternative approach is recommended.

Condition 47
In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 48
The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

Condition 49
The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://justgrants.usdoj.gov

Condition 50
As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 51
Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this

declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	8/9/24 8:42 PM

Authorized Representative

[ ]

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

IN WITNESS WHEREOF, the parties have agreed to this Grant Agreement as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

CITY OF SANTA FE

Date: Decement 19, 2024

To: Travis Dutton- Leyda, Chief Procurement Officer

From: **Johanna Nelson, Office of Economic Development Director**
Chelsey Johnson, Arts and Culture Department Director CJ

Subject: **Ammendment to the Contract with Global Center for Cultural Entrepreneurship DBA Creative Startups related to supporting the Creative Industries**

Vendor Name: **Global Center for Cultural Entrepreneurship DBA Creative Startups**

Vendor Number: **8048**

ITEM AND ISSUE:

The City's Office of Economic Development (OED) and Arts and Culture Department (ACD) issued a Request for Quotes (RFQ) to provide services aimed at supporting and growing Santa Fe's creative industries. The RFQ was posted on the MUNIS platform and advertised to over 10,000 recipients over a four-week period. The RFQ number was 24062 One proposal was submitted by the Global Center for Cultural Entrepreneurship, doing business as Creative Startups. The proposal was received from their Executive Director, Alice Loy (505-263-5180, alice@creativestartups.org). The contract was not executed within the performance period outlined in the State's agreement. The OED and OAH request to amend the performance period as allowed by the State Economic Development Department (EDD).

Action Requested: Sign and Approve Amendment to the Contract

BACKGROUND AND SUMMARY:

The Office of Economic Development (OED) has received a $100,000 grant from the New Mexico Economic Development Department to advance and support the Creative Industries. A dedicated contractor will collaborate with the OED and the Arts and Culture Department to implement programs that assist organizations providing technical support to entrepreneurs and business owners within the Creative Industries.

Targeting the Creative Industries as a key sector for economic growth, the OED and the Arts and Culture Department aim to stimulate regional development through this initiative. The programs funded by this grant will empower businesses in the Creative Industries by offering essential resources and expertise, fostering innovation, and enhancing their capacity to contribute to the local economy

PROCUREMENT METHOD:

The procurement method is RFQ, which was opened on May 10, 2024 and closed June 21, 2024. A single proposal was received. RFQ No. 24062

Chief Procurement Officer Approval: N/A (Dec 23, 2024 10:06 MST) **Date:** Dec 23, 2024

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 325XXX (pending)
The FY25 Project ledger number is **ECD2421202**

$$$$$ SOURCE/REVENUE: ☒**Expense** ☐**Revenue**

The funding source is:
Fund Name/Number: Economic Development/Fund 212
Munis Org Name/Number: 2122800/510400
Munis Object Name/Number: Grants and Services/510400

STATE OF NEW MEXICO

(ECONOMIC DEVELOPMENT DEPARTMENT)
INTERGOVERNMENTAL SERVICES AGREEMENT
AMENDMENT

THIS AGREEMENT AMENDMENT is made and entered into by and between the State of New Mexico,
ECONOMIC DEVELOPMENT DEPARTMENT "EDD", and the **CITY OF SANTA FE.**

IT IS AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE AGREEMENT ARE AMENDED AS FOLLOWS:

1. CITY OF SANTA FE Scope of Work.

The EDD shall provide this funding to CITY OF SANTA FE for the purpose of creating or assisting its client contractor in creating a **Creative Industries Division related project that seeks to achieve and improve one or more of the following measures: 1) Increasing and advancing creative industry based economic development in New Mexico, 2) Supporting entrepreneurs and small businesses in creative industries, 3) Assisting organizations that support creative industry companies and workers, 4) Supporting educational and workforce training initiatives that facilitate creative industry growth and success, 5) Identifying and helping establish public infrastructure to support creative industries, 6) Serving as an information clearinghouse by providing resources and opportunities to creative industry stakeholders, or 7) Acting as a liaison between creative industries-related businesses and organizations** in the CITY OF SANTA FE and surrounding stakeholder community.

Deliverables. CITY OF SANTA FE will create or subcontract to provide the following by **June 30, 2025**:

- Create programming to develop and organize the creative industries ecosystem and address existing challenges and gaps.
- Convene and organize industry stakeholders while assisting the public to navigate and connect with resources required to start or grow a businesses within the creative industries.

- Establishing a community navigator program to align service organizations within the creative industries ecosystem in a working group or coalition.
- Solicit a proposal from an organization that will act as a "Creative Industries Navigator Hub" to lead and convene the working group of organizations and stakeholders within the creative industries that support key sectors of the ecosystem including: Entrepreneurial technical assistance and resources, Financing, Industry specific workforce and education, Nonprofit support, Infrastructure, Diversity, cultural awareness
- Convene the monthly working group to promote awareness of resources and activities and increase communication amongst the network.
- Through the working group document and organize respective projects to identify priorities and solicit funding.
- Compile respective tools, services and trainings to increase awareness and navigation in a user friendly format through the Creative Industries Navigator Hub which will be responsible for compiling and soliciting data and information from respective partners.
- To the best of the City of Santa Fe's Office Economic Developments ability, map key creative industry assets and infrastructure.
- Organize regular public convenings throughout the city for entrepreneurs and aspiring entrepreneurs for networking, peer learning and connection to resources.

1. Provide a report at the close of contract that provides the following aspects:
    a. A two paragraph summary of the outcomes of the project to date
    b. Any anticipated job creation if applicable
    c. Community, stakeholder and industry participation
    d. Any overall economic contributions
    e. Three to four photos of the project, and other media if applicable such as a link to a video.
    f. An explanation, or result of each deliverable laid out in the scope including any relevant data such as number of participants, and identify the creative industries that were focused on as defined by the division as part of the project.
2. Utilize "**EXHIBIT B**" attached hereto and incorporated herein by reference, to complete

item 1. A-F as stated above.

All other articles of the Agreement remain the same.

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

By: _____ Date: _____
CITY OF SANTA FE
Alan Webber
Mayor

By: _____ Date: _____
EDD Secretary or Designee

By: _____ Date: _____
EDD's Legal Counsel - Certifying Legal Sufficient

Attest:

_____ Date: _____
Andréa Salazar, City Clerk

Certifying Legal Sufficiency By:

Patricia Feghali
Patricia Feghali (Dec 9, 2024 15:55 MST)

Date: Dec 9, 2024
Patricia Feghali, Assistant City Attorney

Approved for Finances By:

Emily K. Oster

Date: Dec 24, 2024
Emily Oster, City of Santa Fe, Finance Director

EXHIBIT A FINANCIAL INFORMATION SHEET

Proposed Budget:

Creative Industries Navigator Hub	$59,000
Marketing/promotion material	$20,000
Event services and costs	$20,000
Contingency	$1,000
Total	$100,000

TOTAL ALLOWABLE BUDGET AMOUNT $100,000.00

Note: The Contractor has flexibility to re-categorize the resources provided to accomplish the prescribed scope of work as needed.

Funding Source:

Fund	18900
Dept.	ZH5079
Bud Ref.	92324
Class	H5079

EXHIBIT B

Page 1 of 2 - Page 1 - Background Information

Page 2 of 2 - Page 2 - Contact Info & Application Questions

Community and Project Contact Information

Name of Community or Local Government
City of Santa Fe
Name of Project
Creative Industries Navigator Program
First & Last Name of Primary Point of Contact Person for Project/Program
Johanna Nelson
Title
Director
Email
jcnelson@santafenm.gov
Phone Number
5056997003

Application Questions

1. Pease select which of the following Creative Industries Division objectives/duties the proposed projects or programs will support if selected (select all that apply)
Increasing and advancing creative industry based economic development in New Mexico.,Supporting entrepreneurs and small businesses in creative industries.,Assisting organizations that support creative industry companies and workers.,Supporting educational and workforce training initiatives that facilitate creative industry growth and success.,Identifying and helping establish public infrastructure to support creative industries.,Serving as an information clearinghouse by providing resources and opportunities to creative industry stakeholders.,Acting as a liaison between creative industries-related businesses and organizations.
2. Please provide a detailed description of the proposed project or program and how funding provided will be used to support it. Please include a program/project budget and timeline for completion:
Santa Fe's Office of Economic Development (OED), along with the City's Arts and Culture Division recognize entrepreneurs and support organizations within the creative industries face specific challenges for entry and growth including:
• Awareness of entrepreneurial resources including financing and technical assistance
• Limited coordination and communication amongst service providers and organizations
• Lack of industry convenings that provide opportunities to network and learn from peers
• Siloed placemaking efforts throughout the city
• Social inequities and demonstrative career pathways within the creative industries

The OED proposes to create programming to develop and organize the creative industries ecosystem and address existing challenges and gaps. The program will convene and organize industry stakeholders while assisting the public to navigate and connect with resources required to start or grow a businesses within the creative industries. The program would last one year from funding and/or end June 30, 2024 pending EDD's requirements. It is the intention of OED that with the program would be sustainable after the grant term.

The program would consist of::

• Establishing a community navigator program to align service organizations within the creative industries ecosystem in a working group or coalition.
• The OED will solicit a proposal from an organization that will act as a "Creative Industries Navigator Hub" to lead and convene the working group of organizations and stakeholders within the creative industries that support key sectors of the ecosystem including:
• Entrepreneurial technical assistance and resources
• Financing
• Industry specific
• Workforce and education
• Nonprofit support
• Infrastructure
• Diversity, cultural awareness

• The working group will convene monthly to promote awareness of resources and activities and increase communication amongst the network.
• The working group will document and organize respective projects to identify priorities and solicit funding.
• Respective tools, services and trainings will be compiled to increase awareness and navigation in a user friendly format. OED would expect key creative industry assets and infrastructure would be mapped.
• The Creative Industries Navigator Hub will be responsible for compiling and soliciting data and information from respective partners.
• The Creative Industries Navigator Hub along with the working group would be responsible to organize regular public convenings throughout the city for entrepreneurs and aspiring entrepreneurs for networking, peer learning and connection to resources. Special emphasis is put onto placemaking and supporting marginalized populations.

Key areas are:
-Southside/Airport
o Siler Rufina
o Midtown
o Downtown

• OED would expect that City assets related to the creative industries including Warehouse 21 and the City of Santa Fe Community Art Gallery.
• OED would expect the Creative Industries Navigator Hub to build upon and leverage its work via the American Rescue Plan Act (ARPA) focused on developing the overall entrepreneurial ecosystem and workforce.

The proposed budget is $59,500 to the Creative Industries Navigator Hub to manage the program, convene stakeholders and host the events; $20,000 would be utilized for marketing and promotional materials including Spanish translation and t $20,000 would be spent to support event costs.

3. How will the project/program benefit the State of New Mexico and local creative industry stakeholders and entrepreneurs?

The proposed initiatives will benefit the State of New Mexico and the City's local creative industry stakeholders and entrepreneurs by tackling key challenges integral to industry development that exist within the ecosystem. OED recognizes the important cultural ties New Mexico and Santa Fe have with the creative industries. The Office aspires to create a model that the entire state could implement while aligning with guidance laid out in EDD's strategic plan for economic development and the Creative Industries Division. The following are benefits which would be generated through the proposed programing:

Industry service organizations and stakeholders-
• Increased collaboration and communication amongst service providers
• Increased learning and awareness of respective resources and programming amongst organizations
• Identify top priority projects to increase successful financing
• Foster asset sharing (i.e., community theatre spaces or art galleries)
• Limit duplicity of efforts

Entrepreneurs and Aspiring Entrepreneurs-
• Identify opportunities for economic mobility especially amongst unhoused, immigrant and marginalized demographics
• Increased awareness of resources for growing or starting a creative industries business by gaining access to financing and

technical assistance
• Defined placemaking efforts to support stakeholder in neighborhoods
• Limit confusion on where to find help and resources to start or grow a business
• Increased amount of support grow or start a business
• Ability to network and create connections within the creative industries and learn from peers

Workforce-
• Develop partnerships with educational organizations to provide career pathways
• Identify internship, training and mentor programs
• Align industry needs with training and workforce programs
• Compiled and organized workforce, education and training opportunities
City and State, overall:
• Develop sense of pride in placemaking efforts
• Connect to, promote and preserve cultural histories through the creative industries
• Address socio-economic gaps by creating economic opportunities

Building up the creative industries ecosystem facilitates collaboration and connections within the field which strengthens and enhances the quality of life for the families and residents of Santa Fe. Overall local benefits would include but not be limited to:
• Increase in number of business starts
• Increase in job creation and job retention
• Increase in sales
• Increase in local gross receipts taxes

4. If applicable, who are the local partners the local government plans to work with to implement your proposed project or program?

Stakeholders include but are not limited to the following-

Government and Public:
• Arts and Culture Division
o Arts and Culture Commission
• OED
o Economic Development Advisory Committee
o Quality of Life Commission
• COSF Divisions and Departments
o Family Youth and Services
o Community Services
o Tourism
o Affordable Housing
• Santa Fe County
• EDD
• LANL Foundation
• LANL Community Partnerships
• SF Public School
• Santa Fe Community College
• St. Johns College
• Santa Fe Indian School
• New Mexico School for the Deaf
• Northern Workforce Board
• State of New Mexico Arts and Culture Department
• Northern New Mexico Economic Development District

Local Community orgs:
• Artsmart
• NM School for the Arts
• Vital Spaces
• Innovate Educate

• Make Santa Fe
• New Collar
• Chainbreaker
• Earth Care
• Chambers of Commerce:
o Santa Fe
o Green
o Hispanic
o Native American
o Black
o Asian and Pacific Islander
• Teatro Para Aguas
• College and Career Plaza
• Youthworks
• Creative Start-ups
• Creative Santa Fe
• Santa Fe Opera
• The Lensic
-Somos Unidos

Entrepreneurial Support:
• SBDC
• SCORE
• WESST
• Local credit unions and financial institutions
• CDFIs
• Regional Development Corporation
• Center for Responsible Entrepreneurship

5. If applicable, how will the program/project provide services to support workers, entrepreneurs, and/or artists in the creative industry?

OED's initiative would streamline support and services within the creative industries of Santa Fe from a variety of stakeholders to meet many needs of the public. The Creative Industries Navigator Hub will be responsible for convening 2 types of groups (service providers and the public) with the intent to collaborate and increase pathways to resources and services.

Entrepreneurs and aspiring entrepreneurs, industry leaders, workers, and artists would receive the following services:
a. Ability to connect with the Creative Industries Working Group and experience a "one stop shop" to connect to multiple organizations and resources based on need including technical assistance and financing. They would connect to the working group through in-person convenings, online trainings, online information or through their trusted community organization.
b. Resources specific to the creative industries will be mapped on the City Of Santa Fe's Entrepreneurial Ecosystem which is a work in progress with regional partners (https://view.ceros.com/los-alamos-national-laboratory/ecosystem/p/1). If OED is awarded funding, a carve out on the site to focus on the creative industries will be developed. Entrepreneurs and artists will be able to navigate resources online specific to the creative industries.
c. Connection and learning through networking events with peers and resource providers will occur at place-centric locations throughout the city. Entrepreneurs will be able to connect directly in person and in their neighborhood.
d. Diversity and inclusive support focused on socially and economically disadvantaged groups will be provided including making sure all information is translatable in Spanish. Focus will be on but not limited to women, BIPOC communities, and immigrants.
e. Access to workforce training and career opportunities including a compiled list of relevant job opportunities, internships and mentorships
f. Training and education around basic business operations including:
i. Marketing
ii. Finances and accounting
iii. Design
iv. Legal assistance
v. Online sales
g. Map of public assets available for the creative industries

h. Understanding of how and when to utilize the City's creative industry assets including:
i. City of Santa Fe Community Art Gallery
ii. Warehouse 21.
An example of the process would be an artist wanting to start a business selling their artwork.
1. They relay the desire on to a respected community group in their neighborhood (example Earth Care).
2. Earth Care is a member of the Creative Industries working group.
3. They connect the artist to the SBDC to learn about business formations and financing.
4. They also point them in the direction of the business resource map online to understand where to go for a variety of business resources and technical assistance.
5. They relay a number of trainings tailored to the creative industries hosted by members of the working group (example WESST's webinar on How to Sell Your Products Online).
6. The artist is invited to a convening in their neighborhood to meet other artists and support orgs.
7. The artist is supported and creates a business to sell their artwork.

6. If applicable, how will the program facilitate collaboration and network in your local creative industries?

OED's proposal is about facilitating connections to create collaboration within the creative industries. The Office recognizes it needs a Hub at the center of the effort to convene the:
1. Business service providers and stakeholders
2. Public made up of entrepreneurs, aspiring entrepreneurs, workers, artists, etc.
The community navigator hub will convene the working group at least once a month. Respective activities, resources, trainings would be discussed and compiled. The group will coordinate roles and responsibilities. Resources and programming will also be mapped into marketing material and uploaded to a special section on the Santa Fe Entrepreneurial Ecosystem which is a regional hub for business resources.

The Creative Industries Navigator Hub will be responsible for providing at least 4 events a year in key neighborhoods in Santa Fe to connect entrepreneurs in the creative industries to resources and support placemaking efforts. Additionally, the organizations' respective needs would be compiled and mapped in order to prioritize critical gaps and significant projects within the industries.

The Creative Industries Navigator Hub will compile a pipeline of information including what businesses and projects are connecting with the group and receiving services. This information will be available to the working group so there is an increase in collaboration to help the business owners and artist.

7. If applicable, describe the workshops, seminars, and training that will be offered to support the skills development of individuals and small enterprises in the creative industries?

OED will look to the Creative Industries Navigator Hub and the working group to identify the most important training to address needs within the creative industries.
Trainings will be provided by the working group members including but not limited to SBDC, SCORE, WESST, Arrowhead, RDC, NMFA, NMCRE, OED, SFCC, etc. Trainings will include programs tailored to need and many will be in Spanish.
Examples include and are not limited to:
• How to sell your products online
• How to register your business
• How to do business in the City (licensing permitting, etc.)
• How to use the Community Art Gallery (and art photographing equipment)
• Career pathways in the Creative Industries
• Information on the City's Arts and Cultural grants
• Financing
Seminars and events will include:
• Monthly convening of working group
• Quarterly networking events focused in different parts of the city, open to the public with the intent to provide connections to resources
• Creative industry specific training programs (performing arts studio, art gallery, online art store)
• Convenings with industry leaders and service providers

8. How will the activities and success of the proposed project/program be measured and tracked if funding is provided?

OED is in the process implementing an online platform called Sourcelink which is an approved SBA Customer Relationship Manager and ecosystem development platform. Success will be measured and reported in several ways.
The Creative Industries Navigator Hub will be responsible for compiling the metrics from the working group as well as from the respective events.

Basic metrics:
• # of businesses participating
• #of employees
• Revenue generated
• Increase in sales (after technical assistance)
• #of participants programming
• # of business starts
• # of trainings
• # of registrants
Additionally areas of focus and potential areas of solicited feedback:
• How many connections were made because of the program
• Areas of improvement
• Additional money raised and leveraged for the program
• # of participants
• # of translated material
• # of events in economically distressed areas
The OED will be eager to submit quarterly and regular updates on the progress of the programming for EDD. As well, the OED proposes to work with the Santa Fe Data Platform to provide a public report card on the creative industries metrics and data. The organization is able to utilize Placer.ai, GIS, and geofencing among other tools to understand insightful data.

9. If applicable, please share with us how your program will address needs for underserved communities in creative industries. *Underserved community means "populations who face barriers in accessing and using business services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by U.S. Code."

• Preference will be on serving socially and economically disadvantaged individuals. Working group members will be invited based on their service areas and clientele. OED is looking for organizations who serve underrepresented populations and groups with focus on indigenous, immigrants and refugee populations
• The program is focused on economic mobility by creating pathways to prosperity within the creative industries.
• OED will provide translation material of all marketing and program material in Spanish. OED has staff that is bilingual in Spanish and English.
• OED has an expectation that the Creative Industries Navigator Hub will focus on collaborating with and inviting organizations that serve marginalized populations.
• Hosting events in key areas of the city will provide opportunity to connect directly with residents in areas that have economic challenges.

CITY OF SANTA FE

Date: September 10, 2024

To: John Blair, City Manager

Via: Randy Randall, Community Development Department Director Randy Randall (Oct 1, 2024 10:43 MDT)

From: **Johanna Nelson, Office of Economic Development Director**
Chelsey Johnson, Arts and Culture Department Director

Subject: **Contract with Global Center for Cultural Entrepreneurship DBA Creative Startups related to supporting the Creative Industries**

Vendor Name: **Global Center for Cultural Entrepreneurship DBA Creative Startups**

Vendor Number: **8048**

ITEM AND ISSUE:
The Office of Economic Development and The Arts and Culture Department respectfully request your review and approval of the Creative Industries Hub Contract in support of growing and cultivating the Creative Industries.

Request for the Approval of a professional services contract in the total amount of $60,000 for programming and developmental support with Global Center for Cultural Entrepreneurship DBA Creative Startups via their Executive Director, Alice Loy (505)263-5180, alice@creativestartups.org.

The Contract is attached.

Action Requested: Sign and Approve Contract

BACKGROUND AND SUMMARY:
The Office of Economic Development (OED) has received a $100,000 grant from the New Mexico Economic Development Department to advance and support the Creative Industries. A dedicated contractor will collaborate with the OED and the Arts and Culture Department to implement programs that assist organizations providing technical support to entrepreneurs and business owners within the Creative Industries.

Targeting the Creative Industries as a key sector for economic growth, the OED and the Arts and Culture Department aim to stimulate regional development through this initiative. The programs funded by this grant will empower businesses in the Creative Industries by offering essential resources and expertise, fostering innovation, and enhancing their capacity to contribute to the local economy

PROCUREMENT METHOD:
The procurement method is RFQ, which was opened on May 10, 2024 and closed June 21, 2024. A single proposal was received. RFQ No. 24062

Chief Procurement Officer Approval: _____ **Date:** Oct 1, 2024
Comment/Exceptions: NMSA 1978, Section 13-1-125, Small Purchase

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 325XXX (pending)
The FY25 Project ledger number is **ECD2421202**

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Fund 212: Economic Development
Munis Org Name/Number: 2122800/510400
Munis Object Name/Number: Grants and Services/510400

State of New Mexico grant award number: 23-0707 _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: **ECD2421202**

Budget Officer Approval: Andy Hopkins **Date:** Oct 1, 2024
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☐Yes | NoX

Repair or Replacement of Existing Equipment:

☐Yes | ☐ No X
If yes -> ☐Repair | ☐ Replacement

Please explain: _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ Yes | ☐ No X

Project Ledger #: _____

Anticipated length of project: _____

Asset Manager Approval: _____ **Date:** _____
Comment/Exceptions:

Department Approvals:
IT Components: ☐ **Yes** | ☐ **No X**
Vehicles: ☐ **Yes** | ☐ **No X**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☐ **No X**

Approval:_____ **Title:**_____ **Date**:_____
Approval:_____ **Title:**_____ **Date**:_____
Comment & Exceptions:_____

Department Contract Administrator Contact Info:

ATTACHMENTS:

Keep only those that pertain and delete the rest (including this message)
Vendor's Quote
Certificate of Liability Insurance
Professional/General Services Contract
Horizons declination

Item #: _____
Munis Contract #: _____
RFQ #24062

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 **Global Center for Cultural Entrepreneurship DBA Creative Startups**, 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 CPO has determined that is contract qualifies as a "small purchase" under the procurement code, NMSA 1978, section 13-1-125.

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:

Act as a program manager and be a hub to establish a communications and business resource network that includes organizations supporting the Creative Industries that provide the following services (and not limited to) to entrepreneurs and aspiring entrepreneurs:

- Entrepreneurial technical assistance and business resources
- Financing (public and commercial)
- Industry sector specific support
- Workforce and education
- Nonprofit support
- Diversity and cultural awareness

A. **Contractor roles and expected outcomes:**

- Convene working group, either online, in person, or hybrid, monthly to promote awareness of resources and activities and increase communication among the industry and practitioners.
    - Navigator Hub helps to organize and create a communication network to increase communication and information sharing within the group.
- Document and organize respective projects to identify priorities and solicit funding for those projects. This would be a local pipeline of projects to support and grow the creative industry locally.

- Respective tools, services and trainings will be compiled to increase awareness and navigation in a user-friendly format and printed collateral pieces.
    - Financial resources
    - Infrastructure important to the creative industries (performance halls, studios, manufacturing capacity, etc.)
    - Workforce resources
    - Technical assistance
- Creative Startups will be responsible for compiling and soliciting data and information from respective partners.
- Creative Startups is responsible to organize and manage regular public convenings throughout the city for entrepreneurs and aspiring entrepreneurs for networking, peer learning and connection to resources. Special emphasis is put on placemaking and supporting marginalized populations. Key geographic areas are:
    - Southside/Airport
    - Siler Rufina
    - Midtown
    - Downtown
- Inclusive, culturally aware support focused on socially and economically disadvantaged groups will be provided, including making sure all information is translatable in Spanish. Focus will be on but not limited to women, BIPOC communities, and immigrants.
- Access to workforce training and career opportunities, including a compiled list of relevant job opportunities, internships and mentorships

B. **Events**

Contractor is expected to work with Office of Economic Development (OED) to help organize several events and convenings.

1. Monthly convening of working group
2. Quarterly creative industry networking events focused in different parts of the city, open to the public with the intent to provide connections to resources
3. Creative industry specific training programs
4. Convenings with industry leaders and service providers

C. **Data and Reporting**

The OED is responsible to submit quarterly and regular updates on the progress of the programming for Economic Development Department (EDD)—compiled with the help of the contractor. The Creative Industries Navigator Hub will be responsible for compiling and soliciting metrics, data and information from the respective partners.

2. <u>Standard of Performance; Licenses</u>

A. The Contractor does hereby accept its designation as a professional service, rendering services related to supporting and organizing the City's creative industries ecosystem in creating a Creative Industries Hub 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 not to exceed sixty thousand dollars ($60,000.00), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed sixty thousand dollars ($60,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. **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 one year from **date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

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

B. Notice; City Opportunity to Cure.

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

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

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

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

6. Appropriations

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

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this

Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

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

15. Entire Agreement.

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

16. Merger

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

All terms and conditions of the **RFQ #24062** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of,

or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

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

20. Workers Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

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

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

C. 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: Johanna Nelson, Director, Office of Economic Development, 123 E. Marcy, Suite 205, Santa Fe, NM 8755

To the Contractor: Alice Loy, CEO, Global Center for Cultural Entrepreneurship DBA Creative Startups, 441 Greg Ave, Santa Fe, NM 87501

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.

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:

John Blair
John Blair (Oct 1, 2024 13:51 MDT)

JOHN BLAIR, CITY MANAGER

CONTRACTOR:
Global Center for Cultural Entrepreneurship
DBA Creative Startups

Alice Hopkins-Loy (Aug 23, 2024 22:16 PDT)

ALICE LOY, CEO

DATE: Aug 23, 2024
CRS#: **03162695005**

Registration #: 8048

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Aug 26, 2024 08:01 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Professional_Services_Contract_Creative Startups-Final CAO

Final Audit Report 2024-08-26

Created:	2024-08-21
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATE8MPMIcomPK8-N8FumPEtlyObyW0_r-

"Professional_Services_Contract_Creative Startups-Final CAO" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-08-21 - 9:34:31 PM GMT- IP address: 63.232.20.2

Document emailed to alice@creativestartups.org for signature
2024-08-21 - 9:35:13 PM GMT

Email viewed by alice@creativestartups.org
2024-08-24 - 5:09:39 AM GMT- IP address: 66.249.84.64

Signer alice@creativestartups.org entered name at signing as Alice Hopkins-Loy
2024-08-24 - 5:16:16 AM GMT- IP address: 166.198.34.109

Document e-signed by Alice Hopkins-Loy (alice@creativestartups.org)
Signature Date: 2024-08-24 - 5:16:18 AM GMT - Time Source: server- IP address: 166.198.34.109

Document emailed to pfeghali@santafenm.gov for signature
2024-08-24 - 5:16:20 AM GMT

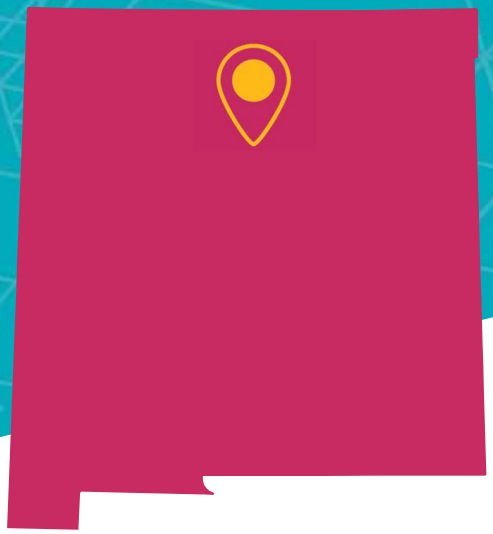
Email viewed by pfeghali@santafenm.gov
2024-08-26 - 1:47:42 PM GMT- IP address: 104.47.65.254

Signer pfeghali@santafenm.gov entered name at signing as Patricia Feghali
2024-08-26 - 2:01:15 PM GMT- IP address: 98.60.104.228

Document e-signed by Patricia Feghali (pfeghali@santafenm.gov)
Signature Date: 2024-08-26 - 2:01:17 PM GMT - Time Source: server- IP address: 98.60.104.228

Agreement completed.
2024-08-26 - 2:01:17 PM GMT

Powered by Adobe Acrobat Sign



Santa Fe
Creative Industries Hub

RESPONSE TO CITY OF SANTA FE RFP NO. 24062
May 29, 2024

SUBMITTED BY
Global Center for Cultural Entrepreneurship
DBA Creative Startups
441 Greg Ave
Santa Fe, NM 87501
(505)263-5180
alice@creativestartups.org

creative startups®

Project Purpose

To support the City of Santa Fe's vision to support and organize the city's creative industries ecosystem, and to address the gaps and challenges creative entrepreneurs and business owners face as they endeavor to grow their businesses, we propose piloting a Creative Industries Hub (The Hub). To create The Hub, we propose the following Activity Pillars:

1.) Identify and publish easily navigable information connecting creative business owners, artists, and arts organizations to essential resources;

2.) Launch a Working Group of business support and creative economy resources, meeting monthly and working in coordination to address gaps in resource ecosystem;

3.) Engage creative and arts entrepreneurs and business owners with resource providers;

4.) Develop linkages between arts and culture, and economic development funders seeking to support relevant projects.

5.) Provide hands-on technical assistance to diverse creative entrepreneurs in Mid-town, downtown, and Southside locations.

Pillars and Deliverables

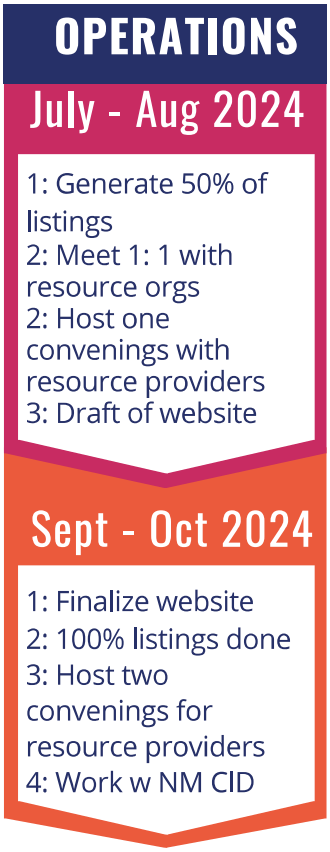
ACTIVITY PILLAR 1: Identify and publish easily navigable information connecting creative business owners, artists, and arts organizations to essential resources. Tasks will include primary and secondary research, event hosting, workbook creation, and building a website with downloadables, events in a calendar, and an embedded map.

Deliverable: Easily navigable website hosting the below:

1.) Listing of 80+ **local** Creative Industries Resources and Assets:
- ~ 10+ business and entrepreneurship support organizations
- ~ 20+ theatre, performance, and gallery spaces
- ~ 20+ community organizations supporting arts
- ~ 10+ technical skill advancement resource organizations
- ~ 5+ workforce development support organizations
- ~ 5+ diversity in the arts organizations
- ~ 5+ organizations funding arts and creative organizations
- ~ 5+ workforce development support organizations

2.) Listing of 50+ **national** Creative Industries Resources and Assets:
- ~ 10+ creative business support services
- ~ 20+ national funders for arts and creative organizations
- ~ 10+ arts policy and advocacy organizations
- ~ 10+ diversity in arts advocacy and support organizations

3.) Online entrepreneurship and small business resources:
- ~ 5 downloadable workbooks for creative/arts entrepreneurs
- ~ A "How to set Up Your Creative Biz" guidebook for Santa Feans
- ~ 3 live webinars for Santa Fe area creatives



Pillars and Deliverables

ACTIVITY PILLAR 2: Convene organizations, leaders, and resource providers and foster greater coordination and communication, reducing redundancy and addressing gaps in the resource ecosystem. Tasks will include meetings, convenings, quarterly reports regarding resources and gaps, website use patterns.

Deliverable: A regional Creative Industries Working Group, meeting monthly.

1.) Meet individually with 15-20 area organizations (including NM EDD CID). Include a diverse array of organizations serving galleries, immigrants, museums, youth, festivals, and more.

2.) Host a total of four convenings for creative/arts-serving organizations:
- ~ Glean and share information regarding programs/resources
- ~ Identify gaps in ecosystem + partners ideal to resolve gap
- ~ Gather shareable resources for website
- ~ Train organizations on using shared event calendar
- ~ Engage organizations in hosting "Office Hours for Creatives"

ACTIVITY PILLAR 3: Engage creative and arts entrepreneurs and business owners with resource providers. Tasks include event hosting and data collection regarding entrepreneurs' needs, contribution to quarterly reports.

Deliverable: Four public-oriented events for creatives and resource organizations.

1.) Host one event that serves as a "Resource Fair" and includes:
- ~ All working group partners
- ~ 100+ creatives and/or small business owners
- ~ 5 to 8 Workshops and/or speakers

2.) Host three "creative collab" events that serve to generate widespread enthusiasm for and engagement with online resources and the working group.
- ~ Include collaborative art-making, music, festive events
- ~ Gather ample social media assets
- ~ Build "The Hub Kiosks" as artistic installations in libraries, coffee shops to create buzz and increase use.

3.) Launch widespread, multi-lingual social media campaign engaging people across the city in website, kiosks, events, and Working Group activities.
- ~ Launch The Hub social media accounts
- ~ Invite Working Group to co-host posts, reels

Nov - Dec 2024

1: Host one convening with resource providers
2: Build online repository of resources
3: Launch online calendar of events

Jan - Feb 2025

1: Unveil and widely promote website
2: Host promotional events to engage community in online resources
3: Collect Hub baseline data

Mar - April 2025

1: Host Resource Fair and networking event
2: Host two creative collab events
3.) Widely promote The Hub (online site)
4.) Place kiosks in libraries, coffee shops

May - June 2025

1: Gather and share usage data from website and social media
2: Submit final quarterly report

Pillars and Deliverables

ACTIVITY PILLAR 4: Develop linkages between local and state-level arts and culture organizations and entrepreneurs and economic development funders seeking to support relevant projects. Tasks will include one-on-one meetings with funders, building and promotion of public-facing project information gathering tool, and monthly reports to funders.

Deliverable: Online information log for funders seeking to support arts and culture projects.

1.) Meet individually with 10-12 area funders to understand funding priorities, information needs, and increase engagement in use of log.

2.) Integrate project information gathering with Hub website.

ACTIVITY PILLAR 5: Provide hands-on technical assistance to diverse creative entrepreneurs.

Deliverable: Host weekly Office Hours at three (Midtown, downtown, Southside) locations.

1.) 12 Working Group partners host four Office Hours per year. Office Hours are widely promoted among all Working Group partners, sign-ups online. Partners will select focus areas to avoid duplication and increase engagement.

Summary of Deliverables, Outputs, Outcomes

Outputs: Event participation, resource development and use, technical assistance, coordination.

~ 80 local and 50 national creative economy resources listed on The Hub website
~ 10,000 hits and 250 downloads on The Hub website by Dec. 31, 2025
~ 10+ workbooks, tools, and resources available (English and Spanish) on The Hub website
~ three "one-stop shops" providing 60+ creatives training/education/support via Office Hours
~ 30+ resource organizations and funders engaged
~ 120 Office Hours hosted at SFAI, Vital Spaces, public libraries, community centers
~ 500 participants engage in 4 events hosted in economically distressed neighborhoods
~ 30-35 one-one-one meetings with arts orgs, resource organizations, funders
~ Four Working Group meetings to coordinate resource organizations and Office Hours
~ Four public-oriented events for creatives and resource organizations
~ Three The Hub kiosks built and installed in libraries, Midtown, coffee shops, similar locales
~ 10+ funders access projects seeking funding
~ Baseline data assembled by Jan 1, 2025 using existing data (Sourcelink, SF Data, etc.)
~ Submit four Quarterly Reports to City of Santa Fe and available for NM EDD
~ Regular reports and engagement with NM EDD CID and the (soon to be hired) Director

Outcomes: Increase in creative business starts, revenues, GRT, jobs.

~ 50 new businesses report using The Hub
~ 50 new jobs reported by (these) new businesses
~ Survey of businesses using The Hub indicates majority report increases in revenues
~ Survey of organizations using The Hub indicates majority report increases in funding

Team

Alice Loy (CEO) holds an MBA and a PhD (in entrepreneurship) and has spent extensive time in the Middle East, Latin America, and Southeast Asia building entrepreneur ecosystems. She is co-author of the groundbreaking book *Creative Economy Entrepreneurs: From Startup to Success.* Alice is a tireless advocate for creative entrepreneurs as leaders of social change. Alice speaks Spanish fluently.

Mike Young has crafted complex multi-year research projects studying the global and national creative economy. He crafted the acclaimed Sacramento Creative Economy Strategic Plan, and is the Lead Researcher for the New Mexico Creative Industries Division strategy. He is a full-stack developer and musician, a true polymath.

Raashan Ahmad is a creative entrepreneur, community organizer, and advocate for equity in the arts. As the Executive Director of Vital Spaces, Raashan offers Santa Feans community events that inspire and convene, educate and activate. Raashan serves on the Santa Fe Arts Commission and as faculty with Creative Startups accelerators.

Emily Hunerwadel has led statewide and national social media campaigns galvanizing creative economy engagement in programs, events, and online resources. She is a skilled graphic designer and media producer.

Karen Hom is a full-stack coder with a Bachelor's degree in Graphic Design.

12 Month Project Budget*

CATEGORY	AMOUNT	ASSUMPTIONS
Project Oversight	$11,200	Alice Loy, 10% of time
Data Collection - baseline, quarterly	$4,070	20 hrs X 16hrs monthly X 9 months, $55/hrly
One-on-one meetings	$4,125	30 mtgs, 2.5 hrs planning, hosting each, $55/hr
The Hub Website design	$16,320	240 hrs $68 hrly rate
Kiosks: Tech & Materials, Install	$12,930	3 kiosk $1000 materials, $1525 tech, $1785 install
Office Hours Staffing	$3,600	12 orgs, 2 hours each, 3 times per year, $50/hrly
Project Oversight	$2,300	Alice Loy, 2% of time
In-direct @ 10%	$5,455	
TOTAL	$60,000	

3 References

Shani Harvie
EMAIL: Shani.Harvie@edd.nm.gov
CELL: 505.699.2809
TITLE: JEDI Program Manager & Coordinator
ORG: New Mexico Economic Development Department

Dave Hanson, PhD
EMAIL: dthanson@unm.edu
CELL: 505.206.3614
TITLE: Asst Vice President for Research
ORG: University of New Mexico

Megan Van Voorhis
EMAIL: mvanvoorhis@cityofsacramento.org
CELL: 279.210.2718
TITLE: Director, Convention and Cultural Services
ORG: City of Sacramento

Organizational Capacity and Impact

Creative Startups, based in Santa Fe since 2007, is a recognized pioneer of the global creative economy, having launched the world's first startup accelerator for creative founders in 2014; today we have over 700 alumni companies across a range of sectors: music, film, cuisine, arts and media, fashion, immersive entertainment, software, and more. Our suite of entrepreneurship education programs has included 67 accelerators/pre-accelerators with implementation partners from diverse cultures and our global network includes 100+ mentors speaking Spanish, Arabic, French, and English.

Our programs' impact is demonstrated by the outcomes our alumni have achieved:

- $335 million in venture financing;
- Revenue generated grew from $6.5 million to $530 million;
- 2,960 new full-time jobs;
- 82% of alumni are BIPOC and/or female founders.

In New Mexico we are completing a statewide strategy for the newly formed Creative Industries Division and our community engagement has included visiting - in -person - 27 of 33 counties, hosting 14 focus groups, and interviewing 45 creative economy leaders. We are hosting the state's first-ever Creative Industries Week and have registered 194 participants to date.

We have created strategic plans and launched creative entrepreneurship and community development initiatives similar to The Hub in Denver, Sacramento, and Cleveland. We have 79 alumni entrepreneurs in Santa Fe, are a partner with the Mid-town Arts and Design Alliance, a partner with the New Mexico State and local libraries, and are connected to 40+ creative/arts organizations.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/10/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS 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:	
HUB INTERNATIONAL INS SVCS INC/PHS 34350070 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
GLOBAL CENTER FOR CULTURAL ENTREPENURSHIP 441 GREG AVE OFC NO. 202 SANTA FE NM 87501	INSURER A : Sentinel Insurance Company Ltd.	11000
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			34 SBA IJ0704	08/17/2024	08/17/2025	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			34 SBA IJ0704	08/17/2024	08/17/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes 441 GREG AVE OFC NO. 202 SANTA FE NM 87501	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** Susan L. Castaneda

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TAXATION & REVENUE NEW MEXICO

Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

GLOBAL CENTER FOR CULTURAL
ENTREPRENEURSHIP
341 E ALAMEDA ST
SANTA FE, NM 87501-2229

July 4, 2021
NM Business Tax ID:
03-162695-00-5
Letter ID: L1243489712

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
01-Jul-2014	**03162695005-GRT**	**01-Jul-2014**
Business Location **341 E ALAMEDA ST**		Business End Date
City and State **SANTA FE, NM**		Zip Code **87501-2229**
Taxpayer Name **GLOBAL CENTER FOR CULTURAL ENTREPRENEURSHIP**		Taxpayer Type **NonProfit**
Firm Name **GLOBAL CENTER FOR CULTURAL ENTREPRENEURSHIP**		Filing Frequency **Monthly**
Mailing Address **341 E ALAMEDA ST**		
City and State **SANTA FE, NM**		Zip Code **87501-2229**

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By _____

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
01-Jul-2014	**03162695005-GRT**	**01-Jul-2014**
Business Location **341 E ALAMEDA ST**		Business End Date
City and State **SANTA FE, NM**		Zip Code **87501-2229**
Taxpayer Name **GLOBAL CENTER FOR CULTURAL ENTREPRENEURSHIP**		Taxpayer Type **NonProfit**
Firm Name **GLOBAL CENTER FOR CULTURAL ENTREPRENEURSHIP**		Filing Frequency **Monthly**
Mailing Address **341 E ALAMEDA ST**		
City and State **SANTA FE, NM**		Zip Code **87501-2229**

Form Revised 02/2003

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By _____

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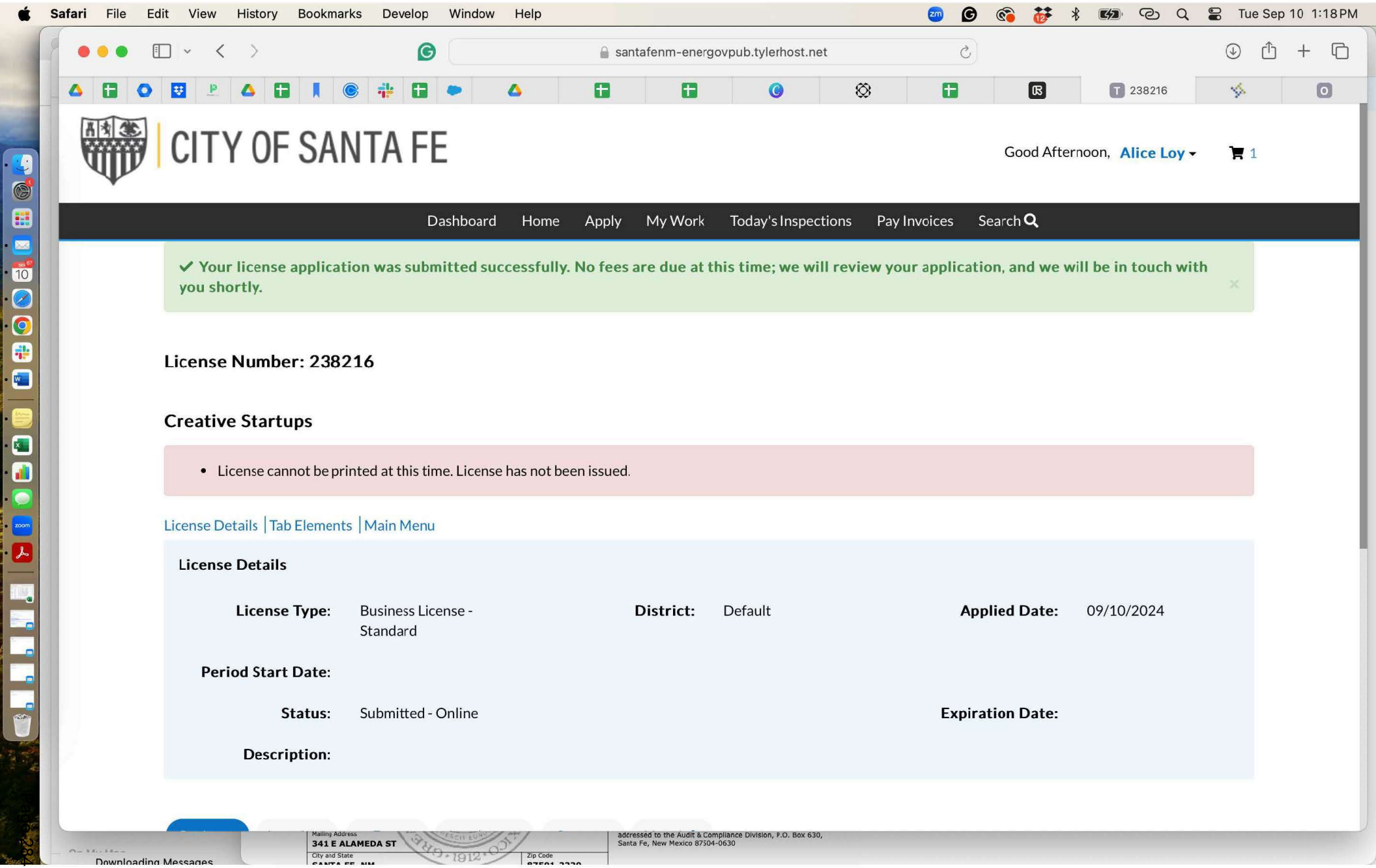
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CITY OF SANTA FE
Good Afternoon, Alice Loy
1
Dashboard Home Apply My Work Today's Inspections Pay Invoices Search
✓ Your license application was submitted successfully. No fees are due at this time; we will review your application, and we will be in touch with you shortly.
License Number: 238216
Creative Startups
• License cannot be printed at this time. License has not been issued.
License Details | Tab Elements | Main Menu
License Details
License Type: Business License - Standard
District: Default
Applied Date: 09/10/2024
Period Start Date:
Status: Submitted - Online
Expiration Date:
Description:
Mailing Address
341 E ALAMEDA ST
City and State
Zip Code
addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630
Downloading Messages

FW: FW: Determination Request: SOW for Creative Industries

NELSON, JOHANNA C. <jcnelson@santafenm.gov>
Tue 9/10/2024 4:25 PM
To:VELASQUEZ, MELISSA R. <mrvelasquez@santafenm.gov>

1 attachments (41 KB)
image001.png;

Sorry didn't know PDF is blank, here it is!

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Wednesday, April 10, 2024 8:03 AM
To: NELSON, JOHANNA C. <jcnelson@santafenm.gov>
Subject: Re: FW: Determination Request: SOW for Creative Industries

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 Johanna,

We will respectfully decline this opportunity.

Kind regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

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

On Wed, Apr 10, 2024, 6:28 AM NELSON, JOHANNA C. <jcnelson@santafenm.gov> wrote:

> Hello we have a SOW for review.
>
> Thank you
>
> ---
>
> **From:** NELSON, JOHANNA C. <jcnelson@santafenm.gov>
> **Sent:** Tuesday, April 9, 2024 6:48 AM
> **To:** DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; Procurement <Procurement@santafenm.gov>

Cc: JOHNSON, CHELSEY X. <cxjohnson@santafenm.gov>; VELASQUEZ, MELISSA R. <mrvelasquez@santafenm.gov>; DALBOR, CASEY J. <cjdalbor@santafenm.gov>; OLGUIN, LORETTA S. <lsolguin@santafenm.gov>
Subject: Determination Request: SOW for Creative Industries

Hi Travis- we have SOW for review for our Creative Industries initiative not to exceed 59,500.
Hi Travis- We have a SOW for your determination please. Thank you.

The OED and ACD seek to solicit a proposal from an organization that will act as a "Creative Industries Navigator Hub." The Navigator will lead and convene a network of organizations and business service providers within the creative industries to support key needs of entrepreneurs and aspiring entrepreneurs.

The network would include organizations that provide the following services (and not limited to):

- Entrepreneurial technical assistance and business resources
- Financing (public and commercial)
- Industry sector specific support
- Workforce and education
- Nonprofit support
- Diversity and cultural awareness

Contractor roles and expected outcomes:

- Convene working group monthly to promote awareness of resources and activities and increase communication among the industry and practioners.
    - Navigator Hub helps to organize and create a communication network to increase communication and information sharing within the group.
- Document and organize respective projects to identify priorities and solicit funding. This would be a local pipeline of projects to support and grow the creative industry locally.
- Respective tools, services and trainings will be compiled to increase awareness and navigation in a user-friendly format and printed collateral pieces.
    - Financial resources
    - Infrastructure important to the creative industries (performance halls, studios, manufacturing capacity, etc.)
    - Workforce resources
    - Technical assistance
- The Creative Industries Navigator Hub will be responsible for compiling and soliciting data and information from respective partners.
- The Creative Industries Navigator Hub, is responsible to organize regular public convenings throughout the city for entrepreneurs and aspiring entrepreneurs for networking, peer learning

and connection to resources. Special emphasis is put onto placemaking and supporting marginalized populations. Key areas are:

- Southside/Airport
- Siler Rufina
- Midtown
- Downtown

- Inclusive, culturally aware support focused on socially and economically disadvantaged groups will be provided, including making sure all information is translatable in Spanish. Focus will be on but not limited to women, BIPOC communities, and immigrants.

- Access to workforce training and career opportunities, including a compiled list of relevant job opportunities, internships and mentorships

Events

Contractor is expected to help organize several events and convenings. OED has a separate budget available for costs of hosting events.

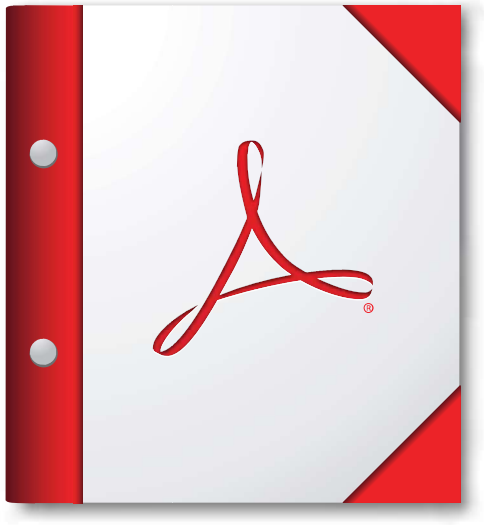
1. Monthly convening of working group
2. Quarterly creative industry networking events focused in different parts of the city, open to the public with the intent to provide connections to resources
3. Creative industry specific training programs
4. Convenings with industry leaders and service providers

Data and Reporting

The OED is responsible to submit quarterly and regular updates on the progress of the programming for EDD—compiled with the help of the contractor. The Creative Industries Navigator Hub will be responsible for compiling and soliciting metrics, data and information from the respective partners.

Johanna Nelson, CEcD

Director, Office of Economic Development
C: 505-699-7003
OED Website
Sign up for OED Newsletter
Register to sell on Santa Fe's Market Place
**Hablo Español*



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CITY OF SANTA FE

Date: September 26, 2024

To: Travis Dutton- Leyda, Chief Procurement Officer

From: **Johanna Nelson, Office of Economic Development Director**
Chelsey Johnson, Arts and Culture Department Director

Subject: **Contract with Global Center for Cultural Entrepreneurship DBA Creative Startups related to supporting the Creative Industries**

Vendor Name: **Global Center for Cultural Entrepreneurship DBA Creative Startups**

Vendor Number: **8048**

ITEM AND ISSUE:

The City's Office of Economic Development (OED) and Arts and Culture Department (ACD) issued a Request for Quotes (RFQ) to provide services aimed at supporting and growing Santa Fe's creative industries. The RFQ was posted on the MUNIS platform and advertised to over 10,000 recipients over a four-week period. One proposal was submitted by the Global Center for Cultural Entrepreneurship, doing business as Creative Startups. The proposal was received from their Executive Director, Alice Loy (505-263-5180, alice@creativestartups.org).

Action Requested: Sign and Approve Contract

BACKGROUND AND SUMMARY:
The Office of Economic Development (OED) has received a $100,000 grant from the New Mexico Economic Development Department to advance and support the Creative Industries. A dedicated contractor will collaborate with the OED and the Arts and Culture Department to implement programs that assist organizations providing technical support to entrepreneurs and business owners within the Creative Industries.

Targeting the Creative Industries as a key sector for economic growth, the OED and the Arts and Culture Department aim to stimulate regional development through this initiative. The programs funded by this grant will empower businesses in the Creative Industries by offering essential resources and expertise, fostering innovation, and enhancing their capacity to contribute to the local economy

PROCUREMENT METHOD:
The procurement method is RFQ, which was opened on May 10, 2024 and closed June 21, 2024. A single proposal was received. RFQ No. 24062

Chief Procurement Officer Approval: _____ **Date:** Sep 26, 2024

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 325XXX (pending)
The FY25 Project ledger number is **ECD2421202**

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Fund 212: Economic Development
Munis Org Name/Number: 2122800/510400
Munis Object Name/Number: Grants and Services/510400

Signature: Chelsey Johnson (Sep 26, 2024 12:02 MDT)

Email: cxjohnson@santafenm.gov

Memo_Template_V4_08.16 (1)

Final Audit Report 2024-10-02

Created:	2024-10-01
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4p8-zmUm8r0rX2yvmNTIKzAXGO47Uylo

"Memo_Template_V4_08.16 (1)" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-10-01 - 3:49:36 PM GMT- IP address: 63.232.20.2

Document emailed to Randy Randall (rrandall@santafenm.gov) for signature
2024-10-01 - 3:54:23 PM GMT

Restricted visibility Email viewed by Randy Randall (rrandall@santafenm.gov)
2024-10-01 - 4:42:58 PM GMT- IP address: 104.47.64.254

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Signature Date: 2024-10-01 - 4:43:16 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-10-01 - 4:43:21 PM GMT

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2024-10-01 - 5:44:01 PM GMT- IP address: 104.47.65.254

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2024-10-01 - 5:44:38 PM GMT

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2024-10-01 - 6:22:22 PM GMT- IP address: 174.240.25.7

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-10-01 - 7:39:33 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document sent to JOHN BLAIR (jwblair@santafenm.gov) and lsarchulettamaestas@santafenm.gov for signature. One of them to sign

2024-10-01 - 7:39:37 PM GMT

Email viewed by JOHN BLAIR (jwblair@santafenm.gov)

2024-10-01 - 7:48:12 PM GMT- IP address: 8.53.128.99

Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair

2024-10-01 - 7:51:22 PM GMT- IP address: 8.53.128.99

Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2024-10-01 - 7:51:24 PM GMT - Time Source: server- IP address: 8.53.128.99

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2024-10-01 - 7:51:28 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2024-10-02 - 11:31:36 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-10-02 - 11:34:06 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-10-02 - 11:34:06 PM GMT

Signature: Chelsey Johnson (Dec 19, 2024 11:05 MST)

Email: cxjohnson@santafenm.gov

Signature: Johanna Nelson (Dec 19, 2024 11:49 MST)

Email: jcnelson@santafenm.gov

OED - EDD Amendment packet - initialed

Final Audit Report 2024-12-25

Created:	2024-12-19
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-drjPNwwJxsndBuipt2DO6TGacX8LMtw

"OED - EDD Amendment packet - initialed" History

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2024-12-19 - 8:10:37 PM GMT- IP address: 97.182.206.186

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2024-12-19 - 8:12:45 PM GMT

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2024-12-19 - 8:15:22 PM GMT- IP address: 104.28.85.161

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2024-12-19 - 9:34:15 PM GMT- IP address: 63.232.20.2

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2024-12-23 - 5:00:58 PM GMT- IP address: 63.232.20.2

Signer JoAnn Lovato (jdlovato@santafenm.gov) entered name at signing as N/A
2024-12-23 - 5:06:22 PM GMT- IP address: 63.232.20.2

Document e-signed by N/A (jdlovato@santafenm.gov)
Signature Date: 2024-12-23 - 5:06:24 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-12-23 - 5:06:28 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-12-25 - 1:18:08 AM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-12-25 - 1:22:55 AM GMT - Time Source: server- IP address: 75.104.68.196

Agreement completed.
2024-12-25 - 1:22:55 AM GMT

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CITY OF SANTA FE

Date: January 2, 2025

To: Governing Body
Finance Committee

From: **Paul Joye, Chief of Police** Paul Joye (Jan 2, 2025 11:17 MST)

Subject: **Purchase- ThermoFisher DNA Machine**

Vendor Name: **Fisher Scientific**

Vendor Number: **1368**

ITEM AND ISSUE:
Request Approval for the Purchase of a Rapid HIT ID DNA Machine in the amount of $207,205.50 using funding from Approved State of New Mexico Crime Victims Reparation Commission (CVRC) Victims of Crime Act Agreement #25-780-P707-00789. (Paul Joye, Chief of Police, pmjoye@santafenm.gov)

Action Requested: **Approval for purchase of a DNA Machine**

BACKGROUND AND SUMMARY:
The Santa Fe Police Department and the Youth and Family Services Division are collaborating to address the evolving safety needs in the City of Santa Fe. This partnership has launched initiatives focused on reducing violence through prevention, intervention, and education. By integrating traditional policing methods with innovative, community-centric strategies, this collaborative effort aims to enhance public safety, support victims, and prevent future incidents of violence. This unified approach represents a comprehensive strategy for community safety, combining the police department's depth of experience with the proactive community engagement initiatives of the Community Violence Prevention Program, demonstrating a strong commitment to fostering a safer and more resilient Santa Fe. The primary goal of applying for this grant is to enhance support for victims and increase prosecution of repeat offenders who often don't get prosecuted due to lack of evidence. With the purchase of the Thermo-Fisher DNA machine, we will be able to be more proactive in many different types of incidents. The Youth and Family Services Division in partnership with the Santa Fe Police Department applied for a federal STOP Violence Against Women Act (VAWA) and Victims of Crime Act (VOCA) grant. **Grant Agreement/BAR was approved at Governing Body Committee 10/9/2024**. The Thermo-fisher Rapid HIT ID DNA machine would allow the Santa Fe Police Department to screen and process crime scenes that often have repeat offenders in house without needing to send DNA evidence to the State Crime Lab.

PROCUREMENT METHOD:
Statewide Price Agreement #30-00000-23-000035

Chief Procurement Officer Approval: _____ **Date:** Jan 3, 2025
Comment/Exceptions: _____
Supporting Information:

CONTRACT NUMBER: N/A

$$$$$ SOURCE/REVENUE: ☒**Expense** | ☐**Revenue**
2025 NM CVRC State Gap Funding (BAR/Agreement approved at GB 10/9/24)
Fund Name/Number: 223/LAWENFRC
Munis Org Name/Number: 2230315/POL Grants
Munis Obj Name/Number: 570500/Equipment & Machinery Non-Exempt

Budget Officer Approval: ALEXIS LOTERO (Jan 3, 2025 09:49 MST) **Date:** Jan 3, 2025
Comment/Exceptions: _____

Grant ☒**Yes** | ☐ **No**
Grant #: *S*2529 Already approved – attached
Grant Manager/Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project ☒**Yes** | ☐ **No**
Project Ledger #: POL2522302 – attached

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

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: _____
Asset Manager Approval _____ **Date:** _____
Comment/Exceptions: _____

Was this service deemed construction: ☐ **Yes** | ☒ **No**
Department Approvals:
IT Components: ☒ **Yes** | ☐ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**
Approval: _____ **Title:** _____ **Date**: _____
Approval: _____ **Title:** _____ **Date**: _____
Comment & Exceptions: _____

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

ATTACHMENTS:
Vendor Quote
SPA
Approved Agreement/BAR (10/9/24)
Project Ledger Form

Fisher Scientific

Part of Thermo Fisher Scientific

To: TARA RICO

Date: 01/02/2025

Message: NASPO CONTRACT #7-24-99-50-04

THERE WILL NOT BE ANY STANDARD SHIPPING CHARGES

Sales Quotation

*Quote Nbr	Creation Date	Due Date	Page
5002-9332-43	01/02/2025		1 of 2

Payment Terms	Delivery Terms
NET 30 DAYS	DESTINATION
Valid To	Prepared By
05/02/2025	SCAPPE, FRANCESCA
Customer Reference	Sales Representative
RFQ LIFETECH S5692266 EX: 04/25/25	FRANCESCA SCAPPE

To place an order	Ph: 800-766-7000	Fx: 800-926-1166

Submitted To:	Customer Account: 101067-001
TARA RICO FRANCESCA.SCAPPE@THERMOFISHER.COM 412-303-3896	SANTA FE POLICE DPT 2515 CAMINO ENTRADA SANTA FE NM 87507

Fisher Scientific
Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY LLC
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133-5491

Review and Place Order

Click here or go through your purchasing system to fishersci.com quotes

***Please reference this Quote Number on all correspondence.**

Don't have a profile? Register on fishersci.com

For complete Terms and Conditions, please click here.

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	1	EA	A41810	RAPIDHIT ID SYSTEM Applied Biosystems RapidHIT ID System, Content And Storage: Store at room temperature., Product Line: RapidHIT, Shipping Condition: Room Temperature Vendor Catalog # A41810 Hazardous Material This item is being sold as 1 per each	147,975.00	147,975.00
2	1	EA	A59183	AB RLINK V2.0 - SOFTWARE ONLY Vendor Catalog # A59183 Hazardous Material This item is being sold as 1 per each	9,577.50	9,577.50
3	1	EA	A48503	RAPIDLINK LAPTOP SYSTEM Vendor Catalog # A48503 Hazardous Material This item is being sold as 1 per each COMMENTS: THIS INCLUDES A LAPTOP AND POWER CORDS	2,484.00	2,484.00
4	1	EA	A53084	AB RHID PRIMARYCTRG GFE 150 Vendor Catalog # A53084 Hazardous Material This item is being sold as 1 per each	7,371.00	7,371.00
5	2	EA	A41831	AB RHID ACE GFE 50 SMPL KIT Vendor Catalog # A41831 Hazardous Material	5,285.00	10,570.00

Sales Quotation

Fisher Scientific
Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
5002-9332-43	RFQ LIFETECH S5692266 EX: 04/25/25	2 of 2

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
				This item is being sold as 1 per each		
6	1	EA	A54338	RAPIDINTEL PLUS 50 SMPL KIT	5,666.40	5,666.40
				Vendor Catalog # A54338 Hazardous Material This item is being sold as 1 per each		
7	1	EA	NON-CATALOG	RAPIDINTEL PLUS LADDER 5 CART	1,209.60	1,209.60
				Vendor Catalog # A54344/S5692266		
				No Image Available.		
8	1	EA	ZG11SCRHID	AB ASSURANCE1PM RHIT ID	14,576.00	14,576.00
				Vendor Catalog # ZG11SCRHID Hazardous Material This item is being sold as 1 per each		
9	1	EA	ZGLPSCRHID	PRIORITY TECH SUP RAPIDHIT ID	2,628.00	2,628.00
				Vendor Catalog # ZGLPSCRHID Hazardous Material This item is being sold as 1 per each		
10	1	EA	A59805	RLINK MATCHING STE V1.0 STWARE	5,148.00	5,148.00
				Vendor Catalog # A59805 Hazardous Material This item is being sold as 1 per each		

MERCHANDISE TOTAL 207,205.50

NOTES:
Returns are subject to manufacturer terms and conditions.

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2
http://survey.medallia.com/fishersci

DocuSign Envelope ID: E6E80C10-6C9F-42EB-AFA0-8DA9D57B0B4E

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000010817
Fisher Scientific Company, LLC
300 Industry Drive
Pittsburgh, PA 15275

Contact: Lonnie Davis
Email: Lonnie.Davis@thermofisher.com
Telephone No.: (706) 951-8257

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

Invoice:
As Requested at Time of Order

Price Agreement Number: **30-00000-23-00035AA**

NASPO Master Agreement No.: **MA2024001**

Payment Terms: **Net 30**

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

Delivery: **See Contract**

Procurement Specialist: **Yuliastuti Wulandari** YW

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

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

Title: **Laboratory Equipment and Supplies**

Term: **May 29, 2024 thru February 28, 2026**

NASPO ValuePoint Master Agreement Link: https://www.naspovaluepoint.org/portfolio/laboratory-equipment-and-supplies-2024-2032/fisher-scientific-company/

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Dorothy Mendonca

New Mexico State Purchasing Agent

Date: 5/28/2024

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

VL

From: Scappe, Francesca
To: RICO, TARA R.
Subject: RE: Rapid quote / Account number 101067-001
Date: Wednesday, December 4, 2024 8:05:03 AM
Attachments: image001.png

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

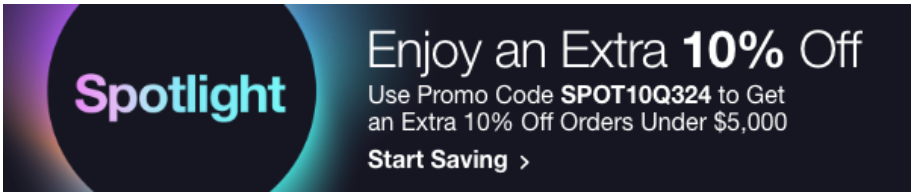
Hi Tara,

I spoke with my manager and he stated - All 3.5 Million product we sell are covered under the contract but not all will be listed in the document since this was a special quote directly from one of our sister companies. All items on the quote are covered under the contract at discount price on the quote provided.

Please let me know if you have any questions

Thank you as always,
Francesca

Francesca Scappe
Sales Representative
Fisher Scientific



Thermo Fisher Scientific
300 Industry Drive | Pittsburgh, PA 15275
Cell: (412)303-3896
Office Line: (412)-385-6212
francesca.scappe@thermofisher.com | www.fishersci.com

From: RICO, TARA R. <trrico@santafenm.gov>
Sent: Tuesday, December 3, 2024 10:27 AM
To: Scappe, Francesca <francesca.scappe@thermofisher.com>
Subject: RE: Rapid quote / Account number 101067-001

CAUTION: This email originated from outside of Thermo Fisher Scientific. If you believe it to be suspicious, report

Use Technologies
Thermo Fisher
#10704

CITY OF SANTA FE

DATE: September 23, 2024

TO: Governing Body
Finance Committee
Quality of Life Committee

FROM: Paul Joye, Chief of Police

ITEM AND ISSUE:

1. Request Approval of the State of New Mexico Crime Victims Reparation Commission (CVRC) Victims of Crime Act Grant Agreement #25-780-P707-00789 in the Amount of $229,792 to fund Equipment and Training for the Santa Fe Police Department. Chief Paul Joye, Chief of Police, pmjoye@santafenm.gov)

2. Request Approval of a Budget Amendment Resolution (BAR) to Allocate $229,792 from the 2024 CVRC Grant Agreement to FY25 Revenue and Expenses Thermo-Fisher DNA machine.

BACKGROUND AND SUMMARY

The Santa Fe Police Department and the Youth and Family Services Division are collaborating to address the evolving safety needs in the City of Santa Fe. This partnership has launched initiatives focused on reducing violence through prevention, intervention, and education. By integrating traditional policing methods with innovative, community-centric strategies, this collaborative effort aims to enhance public safety, support victims, and prevent future incidents of violence. This unified approach represents a comprehensive strategy for community safety, combining the police department's depth of experience with the proactive community engagement initiatives of the Community Violence Prevention Program, demonstrating a strong commitment to fostering a safer and more resilient Santa Fe.

The primary goal of applying for this grant is to enhance support for victims and increase prosecution of repeat offenders whom often don't get prosecuted due to lack of evidence. With the purchase of the Thermo-Fisher DNA machine we will be able to be more proactive in many different types of incidents.

The Youth and Family Services Division in partnership with the Santa Fe Police Department applied for a federal STOP Violence Against Women Act (VAWA) and Victims of Crime Act (VOCA) grant. The city received the grant agreements at the end of July, the CVRC grant will be used to fund services and equipment related to the purchase of a DNA ID Machine (Rapid HIT ID System), which will allow officers to process crime scenes, identify suspects, and help support victims at a much faster rate. The Thermo-fisher Rapid HIT ID DNA machine would allow the Santa Fe Police Department to screen and process crime scenes that often have repeat offenders without needing to send DNA evidence to the State Crime Lab.

PROCUREMENT METHOD: N/A

The performance period ends June 30th, 2025.

FUNDING SOURCE:

2025 NM CVRC State Gap Funding
Project Ledger ID:POL2522302
Fund Name/Number: Other Grants (223)
Munis Org Name/Number: 2230315.491300

ACTION REQUESTED:

The Police Department respectfully requests your review and approval.

If the project is grant funded? List grant award number: *25-780-P707-00789*

Grant Manager / Accounting Officer Approval: Matthew Bonifer Matthew Bonifer (Sep 24, 2024 18:39 MDT) **Date:** Sep 24, 2024
Comment/Exceptions:

Project Ledger #: POL2522302

Budget Officer Approval: Andy Hopkins **Date:** Sep 25, 2024
Comment/Exceptions:

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☒Yes | ☐ No

 # (if known):

Repair or Replacement of Existing Equipment:

☐Yes | ☐ No
If yes -> ☐Repair | ☐ Replacement

Please explain:

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ Yes | ☐ No

Project Ledger #:

Anticipated length of project:

Asset Manager Approval: **Date:**
Comment/Exceptions:

Department Approvals:
IT Components: ☐ **Yes** | ☐ **No**
Vehicles: ☐ **Yes** | ☐ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☐ **No**

Approval: **Title:** **Date:**
Approval: **Title:** **Date:**
Comment & Exceptions:

Department Contract Administrator Contact Info:

ATTACHMENTS:
Grant Agreement # 25-780-P707-00789
BAR

STATE OF NEW MEXICO
CRIME VICTIMS REPARATION COMMISSION
INTERGOVERNMENTAL SERVICE AGREEMENT
CONTRACT #25-780-P707-00789

An Intergovernmental Service Agreement between **City of Santa Fe, Santa Fe Police Department** and the New **Mexico Crime Victims Reparation Commission.**

This Agreement is made and entered into by and between the State of New Mexico Crime Victims Reparation Commission, hereinafter referred to as "Agency," and **City of Santa Fe, Santa Fe Police Department** (hereinafter referred to as "Contractor"). The contract is scheduled to begin on approximately July 1, 2024, or upon receiving all required state approvals, whichever is later.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work, based on approved budget;

Law enforcement will develop or enhance their response to victims of homicide and other violent crimes and enhance the investigative units within law enforcement agencies.

Grant funds may be used to develop or enhance services for victims of crime such as:

- Enhancement of response to violent crime in a trauma informed, victims center approach to the criminal investigation.
- Job duties and description for Investigators of violent crimes,
- Timing, availability, and duration of services, including addressing victim/survivor crisis situations; procedures for addressing imminent danger, stalking, and intimidation of victims/survivors; and information for victim/survivors on initial contact and throughout service delivery,
- Methods for maintaining geographic accessibility of services and accessibility over time, including accessibility of services to people with limited English proficiency and survivors with disabilities,
- Procedures for assessing safety, security, and maintenance of service premises,
- Procedures for communication and collaboration with other providers,
- Equipment to assist in the rapid identification of the offender to expedite the investigation to reduce victim trauma,
- Professional training for law enforcement and/or violent crime victim assistance responders
- Software to assist in the needs presented in providing services to victims of violent crime, to include licenses to run software programs
- Develop and acquire effective equipment and technology that help agencies respond to crime
- Must submit a quarterly report for all activities performed under this award.

2. **Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $229,792.00 FY25. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

B. The Agency shall pay to the Contractor for services satisfactorily performed, pursuant to the scope of work and based on the approved budget. Such compensation shall not exceed $229,792.00, including

gross receipts tax in FY25. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph I, Scope of Work. All invoices MUST BE received by the Agency no later than the tenth (10) day after the end of the month in which the services were delivered. Final invoice is due no later than July 10, 2025, for services rendered prior to June 30, 2025. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit monthly a detailed statement accounting for all services performed and expenses incurred. The Contractor will use the invoice and accounting sheet template provided by the Agency when submitting invoices. If the Agency finds that any work and/or expenses are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the work and/or expenditures, and - outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the work and/or expenditures are accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. Contractor must complete and submit a Grant Status Report form to the Agency by March 27, 2025. The Agency will be responsible for sending the form to the Contractor one month prior to deadline date.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This Agreement shall terminate on **JUNE 30, 2025**, unless terminated pursuant to Paragraph 4 (Termination), or Paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13- 1-150.

4. Termination.

A. Termination - This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."*

B. Termination Management - Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or

transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

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

6. Assignment.

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

7. Subcontracting.

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

8. Confidentiality.

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

Exceptions to Confidentiality:

- Information which is or becomes publicly known through no fault of the Contractor;
- Information learned from a third party entitled to disclose it;
- Information already known to or developed by the Contractor before receipt from the Agency, as shown by the Contractor's prior written records;
- Information reasonably necessary to protect the Contractor's interests in a lawsuit, alternative dispute resolution process, or government investigation;
- Information reasonably necessary to process insurance claims;
- Information required by law to be disclosed;
- Information developed independently by the Contractor without use or reference to information provided by the Agency.

9. Product of Service - Copyright.

Contractor will retain ownership of all copyrightable materials created under this Agreement, except as otherwise specifically agreed. Contractor hereby grants to the Agency a nonexclusive license for noncommercial purposes in all works created under this Agreement in which Contractor retains a copyright. Contractor may retain title to, and apply for, patents for the products produced under this Agreement. The provisions of this paragraph are subject to any limitations or requirements that may be placed upon the parties by any state or federal law, rule, regulation, or condition of acceptance of the funding used in conjunction with the Agreement.

10. Conflict of Interest; Governmental Conduct Act.

The Contractor certifies that it presently has no interest and, during the term of this Agreement, shall not

acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, regarding contracting with a public officer or state employee or former state employee, have been followed.

11. 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 Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

12. Merger.

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

13. Penalties for violation of law.

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. The provisions of the Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) shall not apply to: Procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978 (NMSA 1978, Section 13-1-98(A)).

14. Equal Opportunity Compliance.

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

15. Applicable Law.

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

16. Workers Compensation.

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

17. Records and Financial Audit.

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

18. Liability.

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of that party's employees or agents. The liability of the Contractor shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30.

19. Invalid Term or Condition.

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

20. Enforcement of Agreement.

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

21. Notices.

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

To the Agency:

Frank Zubia, Director
Crime Victims Reparation Commission
6200 Uptown Blvd, Suite 210
Albuquerque, NM 87110

To the Contractor:

City of Santa Fe, Santa Fe Police Department
PO Box 909
Santa Fe, NM 87501

22. Authority.

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

Contract ID# 25-780-P707-00789

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures below.

By: Paul Joye (Oct 10, 2024 15:28 MDT) Date: Oct 10, 2024
Contractor
City of Santa Fe, Santa Fe Police Department

By: DocuSigned by: Frank Zubia 16F1C244F21243E... Date: 11/5/2024
Frank Zubia - Director,
New Mexico Crime Victims Reparation Commission

By: DocuSigned by: Sandra Gardner EC56BC3E5C574A0... Date: 11/5/2024
Sandra Gardner, Agency's Legal Counsel – Certifying legal sufficiency
New Mexico Department of Justice

By: DocuSigned by: Cindy Mok B5EB72A3C5C642C... Date: 10/30/2024
Cindy Mok- Agency's Chief Financial Officer
New Mexico Crime Victims Reparation Commission

Docusign Envelope ID: B62420E1-019D-49DF-B80A-B33BA4462013

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

CITY OF SANTA FE:

Alan Webber (Oct 14, 2024 08:08 MDT)

ALAN WEBBER, MAYOR

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 10/09/2024

XIV

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan

SENIOR ASSISTANT CITY ATTORNEY

FINANCE:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 08/19/2024

Project Title: DNA ID Machine (Rapid HIT ID System)

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: POL2522302
Grant ID: S2529
Approved By: MB 8/28/24
(Finance Use Only)

Department: Police Project Manager: AnnaMarie Bowen Ext: 5122

Project Date Range: upon signature to 06/30/2025 ☐ Create Fixed Asset

---

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

Funding Source: New Mexico Crime Victims Repartation Commission % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 491300 Awarded Amount: $229,792.00

Funding Source: _____ % of Funding: _____

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

Expense String Phase:

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

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

Phase: Equipment & Machinery Non-Exempt MUNIS ORG: 2230315 MUNIS OBJ: 570500

Grants Only (list all grants if applicable):

Grantor Name: New Mexico Crim Victims Reparation Commission Awarded Amount: $229,792.00

AR Charge Code: 2230315.491300 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 25-780-P707-00789 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

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

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

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

Signature: Matthew Bonifer
Matthew Bonifer (Aug 28, 2024 13:03 MDT)

Email: mtbonifer@santafenm.gov

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

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

DEPARTMENT / DIVISION NAME	DATE
Police/Administration	9/23/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Equipment & Machinery (Non-Exempt)	2230315	570500	POL2522302	229,792	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Other Grants (New Mexico Crime Victims Reparation Commission)	2230315	491300	POL2522302	(229,792)	
				$ -	$ -

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

DNA ID Machine (Rapid HIT ID System)

Grant, Expires 6/30/2025.

Project Ledger Code POL2522302/Grant ID: 25-780-P707-00789

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

AnnaMarie Bowen — 9/23/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Paul Joye (Sep 25, 2024 09:47 MDT) — Sep 25, 2024
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins — Sep 25, 2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

GB-500- Fisher Scientific- SPA1

Final Audit Report 2025-01-03

Created:	2025-01-02
By:	TARA RICO (trrico@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsUUBe42OGy4xmqEiX1-4k-NwuUoQ6tSP

"GB-500- Fisher Scientific- SPA1" History

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2025-01-02 - 6:04:37 PM GMT- IP address: 63.232.20.2

Document emailed to Paul Joye (pmjoye@santafenm.gov) for signature
2025-01-02 - 6:06:40 PM GMT

TARA RICO (trrico@santafenm.gov) added alternate signer ALEXIS LOTERO (aclotero@santafenm.gov). The original signer ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) can still sign.
2025-01-02 - 6:12:02 PM GMT- IP address: 63.232.20.2

Email viewed by Paul Joye (pmjoye@santafenm.gov)
2025-01-02 - 6:17:01 PM GMT- IP address: 166.137.163.33

Document e-signed by Paul Joye (pmjoye@santafenm.gov)
Signature Date: 2025-01-02 - 6:17:50 PM GMT - Time Source: server- IP address: 166.137.163.33

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2025-01-02 - 6:17:52 PM GMT

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2025-01-02 - 6:17:52 PM GMT

Document e-signed by ALEXIS LOTERO (aclotero@santafenm.gov)
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2025-01-03 - 4:49:08 PM GMT

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2025-01-03 - 5:15:14 PM GMT- IP address: 63.232.20.2

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Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2025-01-03 - 5:16:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-01-03 - 5:16:04 PM GMT

CITY OF SANTA FE

Date: November 5, 2025

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

From: Theresa Trujillo, Senior Services Division Program Manager Theresa Trujillo

Via: Maria Sanchez-Tucker Community Services Department Director Maria Tucker (Dec 26, 2024 11:03 MST)

Subject: NMALTSD Care Companion Program #25-624-4000-0024 A-1

Vendor Name: State of New Mexico Aging and Long-Term Services Department

Munis Vendor Number: 6170

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Intergovernmental with State of New Mexico Aging and Long-Term Services Department to adjust Scope of Work Reducing 2.25 Volunteer Service Year's from the Senior Companion Program (SCP) and Allocating 2.25 Volunteer Service Year's to the Care Companion Program (CCP) with No Change in the Amount of Compensation or No Change in the Term Through June 30,2025. (Theresa Trujillo: tptrujillo@santafenm.gov)

CONTRACT NUMBER:

The FY25 #25-624-4000-0024 Munis contract number is 24-0555

BACKGROUND AND SUMMARY:

The purpose of this amendment (INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024 A-1) is to Adjust Article 1 Scope of Work. Senior Companion Program (SCP): Reduce 2.25 VSY's in OBJ 230642 (stipends) by $9,396.00 for a new allocation or $156,908.83 and allocate 2.25 VSY's to Care Companion Program (CCP) at total of $9,396.00. The original approval date was September 12, 2024. The CCP is a pilot project to place three - five volunteers in assisted living and/or long-term care facilities in Santa Fe County to provide a minimum or 2,349 hours of service during the contract period. There are no other changes to the contract.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was Choose a Procurement Vehicle

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

FUNDING SOURCE:

Fund Name/Number: Senior Citizen Grant/Fund 241

Munis Org Name/Number: NM Agency on Aging/490240

Munis Object Name/Number: Stipends/562975

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

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☐ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project ☐ Yes | ☒ No**
Project Ledger #: _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Choose an item.

Vendor's Proposal

Select Contract Type

INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024 A-1
INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024; MUNIS Contract #24-0555

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT **#25-624-4000-0024 A-1**
AMENDMENT #1

THIS Amendment is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as the "Department," and **City 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 Department and collectively as the "Parties."

The purpose of this Amendment is to: Adjust Article 1 Scope of Work on Attachment 1, Paragraph 4 "Service Provision". The following changes are included herein.

- Senior Companion Program (SCP): Reduce 2.25VSY's for a new total of 15.75 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 16,443 hours of service during the contract period. SCP allocation $156,908.83
- Care Companion Program (CCP): Recruit and place a minimum of 2.25 VSYs, 3 volunteers in assisted living and/or long-term care facilities in Santa Fe County, to provide a minimum of 2,349 hours of service during the contract period. CCP Allocation of $9,396.00
- No changes to FGP and RSVP.
- No changes to Article 2 Compensation or Article 3 Term.

EXECUTED AND AGREED TO by signatures below.

By: _____ Date: _____
Cabinet Secretary or Designee
Aging and Long-Term Services Department

By: _____ Date: _____
Anastasia Martin, General Counsel – Certifying legal sufficiency
Aging & Long-Term Services Department

By: _____ Date: _____
Latishia Ortiz, ASD Director
Aging & Long-Term Services Department

By: _____ Date: _____
Mayor, Alan M. Webber

By: _____ Date: _____
Andréa Salazar, Interim City Clerk

By: _____ Date: Dec 3, 2024
Rebecca Mnuk-Herrmann, Assistant City Attorney

By: Emily K. Oster _____ Date: 12/31/2024
Emily Oster, Finance Director

ATTACHMENT 1
SCOPE OF WORK
ALTSD Contract #25-624-4000-0024 A-1
Between
New Mexico Aging & Long-Term Services Department and
City of Santa Fe

5. SERVICE PROVISION

b. Senior Companion Program (SCP)/Care Companion Program (CCP):

i. SCP - Recruit and place a minimum of 15.75 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 16,443 hours of service during the contract period.

The goals of SCP are to:
Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.
Enable older adults with health and functional limitations to remain as independent as possible in their own homes.

ii. CCP - Recruit and place a minimum of 2.25 VSYs, 3 volunteers in assisted living and/or long-term care facilities in Santa Fe County, to provide a minimum of 2,349 hours of service during the contract period.

The goals of Care Companion Program are to:

Provide support and companionship to older adults 55 or older residing in assisted living and long-term care facilities.

ATTACHMENT 2
BUDGET
Contract # 25-624-4000-0024 A-1
City of Santa Fe

Volunteer Programs

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services

The contract funding for FY25 is as follows:

PROGRAM	AMOUNT
Foster Grandparent Program	$88,208.17
Senior Companion Program	$156,908.83
RSVP Program	$58,607.00
Care Companion Program	$9,396.00
FY25 Total	$313,120.00

The total amount payable under this Contract shall not exceed $313,120.00

Services will be provided to ALTSD-approved participants every month of the contract year in: Santa Fe County.

25-624-4000-0024 A1 CITY OF SANTA FE CONTRACT_Final CAO

Final Audit Report 2024-12-04

Created:	2024-12-03
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAD4ryRGoW8kLCuwZA5vhm4qLZ_3KvsYxr

"25-624-4000-0024 A1 CITY OF SANTA FE CONTRACT_Final CAO" History

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2024-12-03 - 11:03:26 PM GMT- IP address: 63.232.20.2

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Signature Date: 2024-12-04 - 0:03:27 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
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CITY OF SANTA FE

Date: November 21, 2024

To: Randy Randall, Interim City Manager

From Roberta P. Armijo Roberta Armijo

: Via: Maria Sanchez-Tucker, Community Services Department Director Maria Tucker (Nov 25, 2024 12:21 MST)
Manuel Sanchez, Senior Services Division Director Manuel Sanchez (Nov 25, 2024 12:15 MST)
Theresa Trujillo, Program Manager Theresa Trujillo (Nov 25, 2024 12:00 MST)

Subject: Approval of Santa Fe Care Center Agreement

Vendor Name: State of New Mexico Aging & Long-Term Care Services Department

Munis Vendor Number: 6170

ITEM AND ISSUE:

Community Services Department respectfully requests your review and approval of a Memorandum of Understanding for a term of September 20, 2027 with Santa Fe Care Center. This Agreement if part of Amendment #1 Intergovernmental Agreement #25-624-4000-0024 with State of New Mexico Aging and Long-Term Services Department for an adjustment to Article 1 Scope of Work. Amendment #1 Scope of Work changes are to reduce 2.25 VSY's from the Senior Companion Program (SCP) and allocate 2.25 VSY's to the Care Companion Program (CCP) with no change in the amount of compensation or no change in the term through June 30,2025.(Senior Services Director; Manuel Sanchez, mnsanchez@santafenm.gov)

CONTRACT NUMBER:

The FY25 #25-624-4000-0024 Munis contract number is 24-0555.

BACKGROUND AND SUMMARY:

Attached for your signature is a Volunteer Station Agreement between Santa Fe Care Center and the City of Santa Fe. Our state funding source (New Mexico Aging & Long-Term Care Services Department) requires that we have these documents in place when providing volunteer services via our Companion Care Program (CCP). The Volunteer Station Agreement outlines the responsibilities of both the city as well as the volunteer stations. The CCP allows for AmeriCorps Senior Companion Programs (SCP) currently contracted with the State of NM Aging and Long-Term Services Dept. (NM Aging Services) to apply underutilized SCP funds to be used for the dual purposes of engaging persons in volunteer service to meet critical community needs to the residents of long-term care facilities. Long-term care facilities are assisted living or nursing home settings. Long term community residents are older adults and people with disabilities that are unable to live independently for various reasons. Please note that compensation is not involved in this agreement.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was Choose a Procurement Vehicle

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

FUNDING SOURCE:

Fund Name/Number: Senior Citizen Grant/Fund 241

Munis Org Name/Number: NM Agency on Aging/490240

Munis Object Name/Number: Stipends/562975

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

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ **Yes** | ☐ **No**
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ **Yes** | ☒ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ **Yes** | ◉ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project** ☐ **Yes** | ◉ **No**
Project Ledger #: _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ **Yes** | ◉ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Choose an item.

Vendor's Proposal

Select Contract Type

INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024 A-1
INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024; MUNIS Contract #24-0555

VOLUNTEER STATION AGREEMENT

This Volunteer Station Agreement ("Agreement") is made and entered into by and between Santa Fe Care Center (the "Volunteer Station") and the City of Santa Fe (the "Sponsor"). The date of this Volunteer Station Agreement shall be the date when it is executed by the Sponsor.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

A. The Parties agree to abide by the below listed Basic Provisions, . The Sponsor representative who will serve as liaison with the Volunteer Station is Program Manager; Theresa Trujillo; 1121 Alto Street; Santa Fe, NM 87501; telephone number (505) 955-4745.

B. The Volunteer Station supervisor who will serve as liaison with the Sponsor and will be directly responsible for volunteer orientation and supervision is the respective care coordinator. Ms. Krystal Martinez Activity Director, 635 Harkle Rd. Santa Fe, NM 87505; telephone number (505) 453-9550; is designated as the Volunteer Station Representative.

C. All Volunteers placed with the Volunteer Station by the Sponsor pursuant to this Agreement shall be required to abide by the Volunteer Station's policies and procedures, including procedures related to orientation, training and background checks for all Volunteers providing services for or on behalf of Volunteer Station.

D. Nothing herein shall be construed to create an employment relationship between the Volunteer Station and any Volunteer performing services hereunder. Sponsor acknowledges and agrees that any volunteer performing services hereunder shall not be entitled to any compensation, insurance, or benefits from the Volunteer Station, including without limitation, unemployment benefits and workers compensation.

E. Sponsor agrees that Volunteer Station may remove immediately from any Volunteer Station site or program any Volunteer who, in the sole judgment of Volunteer Station, presents a

risk of harm or injury to himself/herself or any staff member, volunteer, family member or client of Volunteer Station.

I. BASIC PROVISIONS

A. The Sponsor will:

(1) Place 1-4 Care Companions (see exhibit A) to serve approximately 5-40 hours per week with approval of the volunteer station Care Companion Coordinator Manager in accordance with "Care Companion guidelines"(see exhibit A)

(2) Recruit, interview, enroll and refer volunteers in the project.

(3) Provide periodic orientation to Volunteer Stations.

(4) Refer volunteers to the Volunteer Station for individual assignment.

(5) Retain full responsibility for the management and fiscal control of the project.

(6) Arrange for the transportation of all Care Companion Program volunteers to and from the Volunteer Station.

(7) Within the limits of available resources and project policy, ensure volunteers are provided or receive assistance with the cost of a meal provided during the volunteer's scheduled hours.

(8) Specify activities to be performed by the volunteers under the direction of the Volunteer Station in cooperation with the Care Companion Program project guidelines as well as Sponsor's staff.

(9) Provide in-service training for volunteers at least once a month for four hours.

(10) Ensure a written Agreement is signed authorizing service by the Care Companion Program and specifying volunteer activities to be performed.

B. The Volunteer Station will:

(1) Designate a coordinator to serve as liaison with the project.

(2) Provide supervision of volunteers while on site and ensure the volunteers are not left unattended.

(3) Provide Care Companion with assignments that utilize their skills and training.

(4) Assist Sponsor in the coordination of volunteer assignments, orientation, in-service instruction and other project related activities.

(5) Have the right to request the Sponsor to reassign volunteer.

(6) Provide for adequate health and safety protection of volunteers.

(7) Collect and validate appropriate volunteer reports for submission to the Sponsor.

(8) In consultation with the Sponsor, make investigations and reports regarding accidents and injuries involving volunteers.

II. TERM AND EFFECTIVE DATE

This Agreement is effective when signed by the Sponsor and will terminate on September 30, 2027, unless terminated pursuant to Article III below.

III. TERMINATION

This Agreement may be terminated by the Sponsor upon 10 days written notice to the Volunteer Station.

The Volunteer Station shall render a final report of the services performed up to the date of termination and shall turn over to the Sponsor original copies of all work product, research or papers prepared under this Agreement.

IV. INDEMNIFICATION

The Volunteer Station shall indemnify, hold harmless, and defend the Sponsor from all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, action or demand whatsoever arising from the Volunteer Station performance under this Agreement as well as the performance of the Volunteer Station's employees, agents, representatives and subcontractors, including payments to all attorneys' fees and costs.

V. NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claim Act, Section 41-4-1, et Seq. NMSA 1978, as amended. The Sponsor 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 limitations of liability pursuant to law. No provision in this AGREEMENT modifies or waves any provision of the New Mexico Tort Claim Act.

VI. RECORD AND AUDIT

The Volunteer Station shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered.

These records shall be subject to the Sponsor, the Department of Finance and Administration, and the State Auditor. The Sponsor shall have the right to audit the billing both before and after payment.

VII. APPLICABLE LAW; CHOICE OF LAW; VENUE

Volunteer Station shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Volunteer Station agrees that the laws of the State of New Mexico. Any

action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

VIII. NON-DISCRIMINATION

During the term of this Agreement, the Volunteer Station shall not discriminate against any employees or applicant for an employment position to be used in the performance of services by the Volunteer Station hereunder, based on ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

IX. AMENDMENT

This Agreement shall not be altered, changed or modified except by amendment in writing executed by the parties hereto.

CITY OF SANTA FE:
Casa Real

Randy Randall (Nov 26, 2024 22:43 CST)

John Blair, City Manager

Date: _____

VOLUNTEER STATION:

Dave Armijo (Nov 4, 2024 13:32 MST)

Name: Dave Armijo

Title: Administrator

Date: Nov 4, 2024

ATTEST:

Geralyn Cardenas, Interim City Clerk

APPROVED AS TO FORM:

Rebecca Mnuk-Hermann, Assistant City Attorney

APPROVED:

Emily K. Oster 11/26/2024

Emily Oster, Finance Director

EXHIBIT A

Care Companion Guidelines

1. Under the direction of the Care Companion Program (CCP) staff and the assigned Volunteer Station Supervisor, the CCP volunteers will provide regular visits to long-term care community residents and develop "authentic" relationships that support socialization and engagement. CCP assignments shall provide for Care Companions to give direct services to one or more eligible adults that:

    A. Result in person-to-person supportive relationships with each client served.

    B. Are meaningful to the Care Companion.

    C. Are supported by appropriate orientation, training, and supervision.

2. CCP Volunteers shall not provide services such as those performed by medical personnel, services to large numbers of clients, custodial services, administrative support services, or other services that would detract from their assignment.

CCP Volunteer Activities

1. Provide support and companionship to older adults 55 and older and people with disabilities residing in assisted living and long-term care facilities.

2. Offer friendly conversation and company, perhaps while doing hobbies etc.

3. Provide emotional support and socialization.

4. Submit weekly time sheets and, if applicable, mileage and meal reimbursement forms, to the CCP office in a timely manner.

5. Attend monthly mandatory in-service trainings.

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STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT **#25-624-4000-0024**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as the "Department," and **City 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 Department and collectively as the "Parties."

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.

2. **Compensation.**

A. The Department shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax, travel, and expenses, shall not exceed $313,120.00 as listed in Attachment 2, Budget. 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 Department when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the Parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Department. All invoices MUST BE received by the Department no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date will not be paid.

C.Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Department on a monthly basis upon receipt of monthly expenditures and reports furnished by the Contractor. If the Department finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the Department that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Department shall not incur late charges, interest, or penalties for failure

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to make payment within the time specified herein.

For purchases funded by state or federal grants to the Contractor, if the Contractor has not received the funds from the federal or state funding Department but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five working days of receipt of funds from that funding Department.

3. Term.

THIS AGREEMENT SHALL BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This agreement shall terminate on **June 30, 2025,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) or for any other reason allowed by law. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

B. Notice; Department Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Department written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Department's material breaches of this Agreement upon which the termination is based and (ii) state what the Department must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Department 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 Department 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 Department; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Department'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 Department's other legal rights and remedies caused by the Contractors default/breach of this Agreement.

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D. Termination Management. Immediately upon receipt by either the Department or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Department; 2) comply with all directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention or transfer of all property titled to the Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Department upon termination and shall be submitted to the Department as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

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9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Department employee while such employee was or is employed by the Department and participating directly or indirectly in the Department's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee

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of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Department.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Department relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Department if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Department and notwithstanding anything in the Agreement to the contrary, the Department may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

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understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

Docusign Envelope ID: 33C25981-EB23-4CBD-86AE-AA06ABC7577F

If, pursuant to this Agreement, the Contractor receives federal funds subject to the Single Audit Act, the Contractor shall submit to the Department an audit conducted by a certified public accountant in compliance with the Single Audit Act.

20. Indemnification.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

21. Invalid Term or Condition.

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

22. Enforcement of Agreement.

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

23. Notices.

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

To the Department: Natasha Montoya
Aging and Long-Term Services Department
2550 Cerrillos Rd
Santa Fe, NM 87505

To the Contractor: Theresa Trujillo, Program Administrator
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

Docusign Envelope ID: 33C25981-EB23-4CBD-86AE-AA06ABC7577F

24. Authority.

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

EXECUTED AND AGREED TO by signatures below.

By: DocuSigned by: Antoinette Vigil B700303AB7474B3... Date: 9/19/2024
Jen Paul Schroer, Cabinet Secretary
Aging and Long-Term Services Department

By: DocuSigned by: Anastasia Martin 4E5EA79388A248E... Date: 9/17/2024
Anastasia Martin, General Counsel – Certifying legal sufficiency
Aging & Long-Term Services Department

By: DocuSigned by: Latishia Ortiz 10A0F7396830450... Date: 9/17/2024
Latishia Ortiz, ASD Director
Aging & Long-Term Services Department

By: Alan Webber (Sep 12, 2024 17:10 MDT) Date: Sep 12, 2024
Mayor, Alan M. Webber

By: Date: Sep 12, 2024 XIV
Geralyn Cardenas, Interim City Clerk GB MTG 09/11/2024

By: Date: Jul 31, 2024
Rebecca Mnuk-Herrmann, Assistant City Attorney

By: Emily K. Oster Date: Aug 15, 2024
Emily Oster, Finance Director

Docusign Envelope ID: 33C25981-EB23-4CBD-86AE-AA06ABC7577F

ATTACHMENT 1
SCOPE OF WORK
ALTSD Contract # 25-624-4000-0024
Between
New Mexico Aging & Long-Term Services Department and
City of Santa Fe

A. SCOPE OF WORK

1. PURPOSE

The purpose of the Contract is to ensure that volunteer programs (Services) authorized by the Aging and Long-Term Services Department (Department) provide meaningful opportunities for older adults to engage in their communities and help address critical community needs. For the purposes of this Scope of Work, "Services" is defined as the Foster Grandparent Program, the Senior Companion Program, and the RSVP (formally Retired Senior Volunteer Program). Descriptions and authorizations for the Services are set forth below. The Services should produce results that support ALTSD's mission and goals set forth in its Strategic Plan. The Services provided for in this Contract shall address the following specific issue and/or deliverable: supporting older adults to remain independent, at home and contributing to the community.

Services provided for under this Contract are as follows:

a. The **Foster Grandparent Program (FGP)** is authorized under Title II, Part B, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to help alleviate the physical, mental, or emotional problems of youth, less than 21 years of age, with special or exceptional needs.

b. The **Senior Companion Program (SCP)** is authorized under Title II, Part C, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to older adults with health and functional limitations to enable them to remain as independent as possible in their own homes.

   Both the **Foster Grandparent Program (FGP)** and the **Senior Companion Program (SCP)** engage persons aged 55 and older, particularly those with limited incomes, in volunteer service to meet critical community needs and provide a high-quality experience to enrich the lives of the volunteers.

c. RSVP (formally Retired Senior Volunteer Program) secures and facilitates a variety of opportunities for persons aged 55 and older to contribute their skills and expertise to community projects and organizations. RSVP is authorized under Title II, Part A, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for people aged 55 or older to engage in volunteer activities designed to meet critical community needs.

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2. POPULATIONS TO BE SERVED

1. **FGP** volunteers shall serve children under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, to maintain or improve the children's health status and psychosocial functioning.

2. **SCP** volunteers shall serve adults, primarily older adults, with physical, emotional and/or mental health limitations, by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life.

3. **RSVP** volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

The Contractor shall be responsible for the provision of Services in: Santa Fe County, which shall be referred to as the "Service Area."

3. RESPONSIBILITIES OF THE CONTRACTOR

1. Program Requirements:
   a. The Contractor must be designated as an official AmeriCorps Seniors program through the federal AmeriCorps (formerly known as Corporation for National and Community Service) organization in the designated Service Area.

   b. As required by the Department, the Contractor shall administer all or part of the Services in the designated Service Area, in accordance with the finalized, fully executed contract.

   c. The Contractor shall comply with all current rules and regulations pursuant to the Laws of the State of New Mexico (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), Department policies and procedures, and AmeriCorps Seniors federal statutes and guidelines applicable to each of the Services.

   d. The Contractor shall establish and maintain staff positions to perform all contractual obligations including but not limited to management, supervision, service provision coordination, accounting, data collection and reporting.

   e. The Contractor shall be responsible for outreach, recruitment, and placement of volunteers in Volunteer Station(s). As used in this Contract, Volunteer Stations are public agencies, secular or faith-based private non-profit organizations, or health care organizations that accept the responsibility of assignment and supervision of volunteers. The placement of volunteers shall be governed by a Memorandum of Understanding (MOU) between the Contractor and the

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Volunteer Station(s). If a MOU does not exist between the Contractor and the Volunteer Station, the Contractor shall execute said MOU within 15 days of final execution of this Contract.

f. In conjunction with a Volunteer Station, the Contractor shall develop an assignment plan which clearly sets forth the outcomes and activities by which each volunteer will be measured as well as documentation demonstrating whether deliverables as set forth in the Contract have been met. The activity plan shall be in writing and implemented within 15 days of the volunteer's start date. The Contractor shall provide to the Department each volunteer's assignment plan within 5 days of the Department's written request.

g. The Contractor shall comply with the National Service Criminal History Check (Criminal Check) requirements for volunteers and employees, as mandated by AmeriCorps Seniors prior to a volunteer's start date. All required Criminal Checks will be completed at the Contractor's expense. Criminal Checks are an allowable expense under the contract.

h. The Contractor shall ensure that each volunteer meets the eligibility criteria as specified by AmeriCorps Seniors program guidelines as required in the federal program regulations.

i. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers in accordance with the AmeriCorps Seniors handbook. The Contractor shall provide to the Department all AmeriCorps Seniors required paperwork and forms within 5 days of the Department's written request.

j. The Contractor shall plan and implement annual recognition events for volunteers in accordance with the AmeriCorps Seniors program handbook and in coordination with its Advisory Council. Recognition events shall be provided as resources permit one time per state fiscal year (per FGP, SCP, RSVP program if held separately), without prior written permission from the Department. The Contractor shall include documentation, including the number of recognition event attendees in its bi-annual report to the Department.

2. Performance Measures/ Fiscal Requirements:

i. The Contractor shall develop and submit an annual work plan and budget that identifies all projected services, expenditures, and outlines how all funds will be spent, including justification for each program to coincide with awarded

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amounts within the Department's deadline. Separate budgets, justifications and program plans are to be submitted for each program - FGP, SCP, RSVP, and each service area, administered by the Contractor.

ii. The Contractor shall submit to the Department monthly an invoice for reimbursement. The invoice for reimbursement shall be due on the 12th day of the month, for the prior month's expenditures until all funds are spent, and a final report shall be due as required by the Department each year.

iii. The Contractor shall upload to the corresponding monthly file in Revver (formerly e-File Rubex) all invoices for reimbursement and supporting documentation to include workbook detail, statements, invoices and proof of payment, timesheets, general ledger, etc.

iv. The Contractor will evaluate allocation balances in collaboration with the assigned Program Coordinator mid-fiscal year (December) to determine if there is a need to relinquish or request additional funding (if available). Inability by the Contractor to fully expend contract allocation by June 30 may result in a reduction in the contract allocation.

v. The Contractor shall submit to the Department a Service Modification Request form when community need, identified by the Contractor or Department warrants modification to the service provisions outlined within this contract. Service modification requests shall remain within the intent of FGP, SCP, and RSVP programs scope of work. Approval of service modification requests shall be determined by the Department.

vi. The Contractor shall submit to the Department a Budget Adjustment Request (BAR) for review and approval when the restructuring of allocation, increase to allocation, or decrease to allocation will result in changes to contracted volunteer service year (VSY) or hours of service.

vii. The Contractor shall provide records, reports, other documents, and access to facilities as requested by Department staff within 5 business days.

3. Performance Measures/ Reporting Requirements:

a. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year using the template provided by the Department. The Contractor shall upload the reports to the Revver (formerly

Docusign Envelope ID: 33C25981-EB23-4CBD-86AE-AA06ABC7577F

e-File Rubex) system folder titled "Reports". The due dates for the reports are as follows:

1. **February 1st for the period July 1–December 31**
2. **August 1st for the period January 1– June 30**

b. The Contractor shall submit a copy of the AmeriCorps Seniors annual Progress Report Supplement document to the Department by February 1 in combination with the semi-annual narrative report to the Revver (formerly e-File Rubex) folder titled "Reports".

c. The Contractor shall submit quarterly volunteer data reports for the contract term utilizing the quarterly data surveys distributed by the Department. Each report is due according to the annual Volunteer Calendar provided by the Department (subject to change).

d. The Contractor shall keep all documentation, including, but not limited to, reports, data, forms, and invoices for a minimum of 6 years. Such documentation shall be made available to the Department within 5 days of its request.

4. DEPARTMENT OVERSIGHT

1. Department staff shall conduct periodic site visits (with or without notice) with the Contractor, to evaluate progress, identify best practices or problem areas, and to determine actions to be taken by parties to resolve any issues that the Department identifies. The site visits will include, but not limited to visiting volunteer stations, clients, and Contractors' place of business.

2. Department staff shall conduct monitoring of the Contractor for compliance with performance measures and scope of work deliverables throughout the term of the contract, which may include desk reviews of fiscal and programmatic documentation, and on-site monitoring, the frequency of which shall be determined by the Department, at its sole discretion. The Department shall produce, and provide to the Contractor, a report(s) of its findings. The Contractor shall cooperate with Department staff in the monitoring process by granting access to the Contractors program and fiscal records (for all funding sources, both electronic and hard copy).

3. The Department shall review, certify, and disburse reimbursements to the Contractor, upon receipt of complete and accurate monthly invoices and supporting documentation to include workbook detail, statements, invoices and proof of payment, timesheets, general ledger, etc. The Department shall determine at its sole

Docusign Envelope ID: 33C25981-EB23-4CBD-86AE-AA06ABC7577F

discretion whether an invoice and supporting documentation is sufficient, complete, and accurate to permit disbursement of funds.

4. The Contractor authorizes the Department, the federal government, or their designees, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with state or federal government terms and/or to evaluate the Contractor's performance for all funding sources.

5. SERVICE PROVISION

1. The Department has adopted the AmeriCorps Seniors Volunteer Program Handbook based on federal regulations for each respective program as the operating standard for state funded projects. The Services are intended to benefit the clients served, the community, and the senior volunteers themselves. One Volunteer Service Year (VSY) is equal to 1,044 hours of volunteer service. One VSY is not representative of a single volunteer but rather a volunteer or grouping of volunteers performing hours of service that equal 1,044 hours cumulative. Volunteer stipends are paid at $4.00 per hour. RSVP does not provide stipends or allowance to volunteers.

The Contractor will provide the following Services in accordance with the final, fully executed contract and monitored through the Contractor's submission of monthly invoices for reimbursement, Quarterly Reports, Narrative Reports, and Department annual program monitoring reviews:

a. **Foster Grandparent Program (FGP)**: Recruit and place a minimum of 10 VSYs in schools, childcare centers, and other congregate settings for children or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 10,440 hours of service during the contract period.

   The goals of FGP are to:
   Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.
   Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development.

b. **Senior Companion Program (SCP)/Care companion Program**: Recruit and place a minimum of 18 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 18,792 hours of service during the contract period.

   The goals of SCP are to:

Docusign Envelope ID: 33C25981-EB23-4CBD-86AE-AA06ABC7577F

Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.
Enable older adults with health and functional limitations to remain as independent as possible in their own homes.

The goals of Care Companion Program are to:
Provide support and companionship to older adults 55 or older residing in assisted living and long-term care facilities.

c. **RSVP**: Recruit and place a minimum of 59 volunteers in community placements in Santa Fe County, to provide a minimum of 59,000 hours of service during the contract period.

The goals of RSVP are to:

Enable persons aged 55 and older to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.
Enable communities to enhance their efforts in meeting identified needs through using the skills of older adult volunteers.

b. Recruit volunteers willing to be Older Adult Peer Specialist certified through HSD, Community Health Workers certified through DOH, or Ombudsman volunteers with ALTSD by providing opportunities through MOUs to RSVP participates to use their existing experience, skills, and training to work with older adults living with behavioral health challenges.

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ATTACHMENT 2
BUDGET
Contract # 25-624-4000-0024
CITY OF SANTA FE
Volunteer Programs

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services.

The contract amendment is to provide funding for FY25 as follows:

PROGRAM	**AMOUNT**
Foster Grandparent Program	$88,208.17
Senior Companion Program/Care Companion Program	$166,304.83
Retired Senior Volunteer Program	$58,607.00

The total amount payable under this Contract shall not exceed $313,120.00.

Services will be provided to ALTSD-approved participants every month of the contract year in: Santa Fe County.

Amend-1 SF care center

Final Audit Report 2024-12-31

Created:	2024-12-24
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmhZ4ynoOQ6RfUefs2jw9SBvP4TvXzWSU

"Amend-1 SF care center" History

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CITY OF SANTA FE

Date: November 20, 2024

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

From: John Del Mar, Engineer Supervisor, Water Division
Clinton Peterson, Engineer Associate, Water Division

Via: John Dupuis, Public Utilities Department Director
Jesse Roach, Santa Fe Water Division Director

John Dupuis (Nov 22, 2024 14:50 MST)

Subject: BAR for WSP task order

Vendor Name: WSP

Munis Vendor Number: 2960

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution (BAR) in the amount of $183,874 from the Water Enterprise Cash Fund to Water WIP Design for Water-Related Engineering Services. (Clinton Peterson, Engineer Associate: cdpeterson@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250009.

BACKGROUND AND SUMMARY:

The City of Santa Fe Public Works Department currently has an On-Call Professional Services Agreement (Item #24-0506, Munis Contract# 3250009) with WSP USA Inc (WSP) for on-call engineering services to be completed on a task order basis. The Water Division requests approval of this BAR to allocate funds for water-related engineering services to be completed on a task order basis under the existing Professional Services Agreement with WSP. The Water Division and Public Works have coordinated to share this On-Call Agreement for Water Division projects on a task order basis.

One project that has an immediate need that the Water Division intends to use WSP for is to complete engineering design services for water infrastructure improvements along Richards Avenue related to the Richards Ave Road Replacement/Extension project. Much of the existing water infrastructure along the northern side of Richards Avenue is in old condition, and the Richards Avenue Road Replacement/Extension project provides an opportunity to improve the water infrastructure in this area, including extending the water main across the arroyo to connect the two halves of Richards Avenue before the roadway construction paves over the area.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

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

The City-wide professional services contract was originally procured by Public Works. The Water Division has been granted approval by Public Works to use this contract for a task order, which will be funded by the Water Division.

Chief Procurement Officer (CPO) / Designee: N/A No proc. BAR only N/A No proc. BAR only (Nov 25, 2024 16:57 MST) **Date:** Nov 25, 2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: Water Enterprise Fund/505

Munis Org Name/Number: CIP / 5050395

Munis Object Name/Number: WIP Design / 572960

Budget Officer / Designee: Andy Hopkins **Date:** Nov 22, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ Yes | ☐ No
Approval: _____ **Title:** _____ **Date**: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☐ No
Approval: _____ **Title:** _____ **Date**: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☐ No
Approval: _____ **Title:** _____ **Date**: _____
Comment/Exceptions: _____

Capital Asset* or Project ☐ Yes | ☐ No**
Project Ledger #: _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ **Title:** _____ **Date**: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ☐ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: SWPA/Existing Contract

Vendor's Proposal

Professional Services Contract

1. Budget Amendment Resolution (BAR)
2. Professional Services Contract (Item # 3250009)

City of Santa Fe, New Mexico
Memorandum

DATE: July 10, 2024

TO: Governing Body

VIA: Regina Wheeler
Regina Wheeler (Jul 16, 2024 10:18 MDT)
Regina Wheeler, Public Works Department Director

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

ACTION:
Request for Approval of Professional Services Agreement with WSP USA, Inc. to Provide On-Call General Engineering Services in an Amount Not to Exceed $5,409,375 including NMGRT for Four Years. (Romella Glorioso-Moss, Capital Projects Manager: rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:
Pursuant to New Mexico Procurement Code Section 1.4.1.31, RFP 24001 was issued with the purpose of establishing multiple on call contracts for professional general engineering services to support infrastructure projects including roadway, trail, drainage, bridge, facility, parks, utility, transit and others. The RFP process determined that awarding an on-call contract to WSP USA, Inc. is in the best interest and is advantageous to the City of Santa Fe. A total of 7 contracts are recommended for award as a result of this RFP. Having multiple professional service firms under contract provides capacity and expertise to deploy the City's extensive state and federal infrastructure funding. Having multiple vendors under on-call contract also facilitates the solicitation of multiple quotations on any particular piece of work and selection of best value provider for a particular task.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $5,409,375 over 4 years. Execution of this agreement does not constitute any promise to purchase any amount of work. Funds for these services will be identified and budgeted, as needed, for each individual capital improvement project.

PROCUREMENT METHOD:
The procurement method is via RFP 24001.

CONTRACT NUMBER:
The FY25 Munis contract number is 3250009.

FUNDING SOURCE:
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various
Project ID / String: Various

ATTACHMENTS
Professional Services Agreement
Procurement Checklist
Summary of Contract
Business Registration
Coverage of Insurance

Halona Crowe

Reviewed by Halona Crowe

Item #: 24-0506
Munis Contract #: 3250009
RFP#: 24001

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 **WSP USA Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

The Professional Engineer (PE) shall provide On-Call General Engineering Services and Construction Management Services for the design and construction of roadway, trail, drainage, facility, utility and traffic design. Once a need is identified, the City's Director of Public Works will issue a written Task Order to the PE that will detail required services. Upon receiving the City's request for services, the PE shall provide the City with an estimate of staff hours required to do the work and each project will be negotiated on a project-by-project basis. The PE may also be required to do some of the work in phases. Where a project proceeds in phases based on the development model used by the City, the PE shall provide the work estimate for each phase. Contractor shall not commence work on a Task Order until a written Notice to Proceed is issued by the Director of Public Works.

Work estimates shall be based on producing the deliverables described in the development model below for the tasks or phase(s) in the Task Order.

1. PROJECT DEVELOPMENT PHASES

In the following, all NMDOT standards refer to the NMDOT "Tribal/Local Public Agency Handbook, 2019 or most current edition unless otherwise specified.

a. Phase 1 - Project Scoping

The PE will review available data, propose project scope, conduct scoping field review, and write scoping report in accordance with guidelines of the New Mexico Department of Transportation.

1. Phase 1 Activities:

   i. Understanding and documenting existing conditions, environmental, and right-of way needs
   ii. Identifying design parameters for the project
   iii. Documenting safety considerations
   iv. Describing proposed improvements
   v. Conducting a preliminary field review meeting
   vi. Developing a preliminary engineer's estimate

2. Phase 1 Deliverables
   a. Scoping Report

   The following defines the required contents of the Scoping Report. The PE should evaluate all items listed below but some elements may not apply based on the project type.

   i. Project Summary/General Description
      a) Project data
         - Control number
         - Type of work
         - Project purpose and need
         - Location description
         - Posted route
         - Milepost (coordinates and/or intersections)
         - Project length
         - NMDOT district
         - County
         - Roadway functional classification
         - Terrain type
         - Fiscal year (study, design, construction) and project Termination Date
         - Program (funding category)
      b) Site description (beginning of project to end of project)
      c) Survey requirements (location and/or property survey)
      d) Right-of-way requirements
      e) Environmental Level of Effort (ELOE)
      f) Estimated project development time (from scoping to letting) all within agreement contract time
      g) Estimated project construction schedule and budget

   ii. Existing Conditions (where applicable)

a) Typical road section
   - Driving lanes per direction
   - Auxiliary lanes (acceleration, deceleration, and turning lanes) and medians
   - Shoulders (including rumble strips/stripes) and/or curb and gutter
   - Surfacing tapers
   - Multi-modal facilities (including transit, pedestrian and bicycle facilities)

b) Roadside slopes
c) Geotechnical conditions
d) Surfacing type and condition
e) Horizontal alignment
f) Vertical alignment
g) Major and minor roadway intersections
h) Right-of-way width
i) Major structures (> 20-foot span)
j) Other structures (< 20-foot span, may include fencing, retaining walls, cattle guards, concrete box culverts, safety barriers, etc.)
k) Roadway lighting
l) Traffic control and management devices (traffic signals, intelligent transportation system (ITS) equipment, special traffic signs, etc.)
m) Utilities (inventory and owners)
n) Environmental factors
o) Posted speed limit and design speed
p) Driveway and entrances (inventory)
q) Level of service (traffic volume and fleet characteristics)
r) Facilities and compliance with the Americans with Disabilities Act (ADA)
s) Railroad facilities (identify, should include railroad right-of-way, crossings, etc.)
t) Erosion control and landscaping installations
u) School crossings
v) Safety considerations

iii. Proposed Improvements
a) Typical section (including surfacing type and thickness)
b) Major structures
c) Other structures
d) Horizontal alignment
e) Vertical alignment
f) Intersections
g) Turnouts
h) Safety
i) Drainage and erosion control
j) Design exceptions/ variances
k) Detours and traffic control
l) Warrants and signalization
m) Landscaping and irrigation
n) ADA/ pedestrian/ bicycle
o) Special issues or unique project elements

iv. Factors Affecting Project Development and Schedule
   a) Survey requirements
   b) Environmental requirements and certification
      - Archaeological requirements
      - Historic preservation requirements (include the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO)
      - Hazardous materials investigations
      - Right-of-way (ROW) considerations and certification
      - Utility relocations and/or hookups and utility certification
      - Outside agency involvement and coordination
      - Railroad facilities and certification
      - ITS facilities and certification

b. Conceptual Design
Contractor shall inquire with the Director of Public Works whether an Early Neighborhood Notification ("ENN") Meeting will be held for the project. If an ENN is to be held, Contractor shall develop a conceptual design based on the Project Scoping Report, and may be directed to present the conceptual design to the Public via the Early Neighborhood Notification (ENN) Meeting described below. Conceptual design can be simply a series of sketches, ideas and explorations, or it can go to considerable depth, including design illustrations, indicative plans, sections and elevations and 3D models of a development approach.

c. Early Neighborhood Notification (ENN) Meeting
ENN is required for certain types of city capital improvement projects requiring review by the governing body as follows:

i. Facility plans for municipal facilities or services, including wastewater, solid waste, potable water and airport facilities.
ii. New projects or projects to expand or extend service to new service areas included in the capital improvement plan or general plan.
iii. Any new road construction or reconstruction of an existing road that materially expands capacity.
iv. Projects funded out of capital impact fee funds.
v. Any new park or reconstruction or expansion of an existing park that exceeds one acre in size or one hundred and fifty thousand dollars ($150,000) in cost.
vi. Construction of a new building or structure at a park or placement of new lighting at a park that exceeds one hundred and fifty thousand dollars ($150,000) in cost.

See APPENDIX A for the ENN Requirements.

b. Phase II – Preliminary Design (30% Design)

Preliminary design defines the general project location and design concepts. It includes, but is not limited to, preliminary engineering and other activities and analyses, such as environmental assessments, topographic surveys, metes and bounds surveys, geotechnical investigations,

hydrologic analysis, hydraulic analysis, utility engineering, traffic studies, financial plans, revenue estimates, hazardous materials assessments, general estimates of the types and quantities of materials, and other work needed to establish parameters for the final design. Preliminary design should focus on establishing the horizontal and vertical alignments, typical section, and drainage and structural needs to a level sufficient to establish the project footprint. Contractor shall develop a preliminary design to the standard of the NMDOT for a 30% level of completion.

1. Phase 2 Activities

The following activities should be initiated, if applicable, or required by the Scoping Report:

i. Complete Drainage Report
ii. Development of typical sections, grading plans, geometric alignments
iii. Bridge type/size/location studies, temporary structure requirements, staged bridge construction requirements
iv. Structural design, retaining wall design, noise wall design
v. Guardrail length/layout
vi. Existing property lines
vii. Title and deed research
viii. Soil borings
ix. Cross sections with flow line elevations
x. Ditch designs
xi. Intersection design/configuration
xii. Interchange design/configurations
xiii. Pavement design
xiv. Storm/sanitary sewer design
xv. Culvert design, identification of removal items
xvi. Quantity estimates
xvii. Pavement details/elevation tables
xviii. Preliminary traffic control plans to be maintained during construction
xix. Coordinate railroad impacts
xx. Coordinate ITS impacts and improvements
xxi. Identify utility owners, records research, and begin utility coordination for Subsurface Utility Engineering (SUE)
xxii. Continue documentation for environmental, cultural resource, and hazardous materials investigations, and obtain approvals
xxiii. Hold ENN meeting (APPENDIX A)

If additional right-of-way is needed, the following additional activities need to occur in order during Preliminary Design.

i. Complete property survey
ii. Based on the project footprint, cultural and biological resource impacts are identified and plans for avoidance or mitigation are prepared.
iii. If there are right-of-way impacts, the PE will schedule a meeting with the NMDOT's Right of Way Bureau and the Tribal/Local Public Agency Coordinator of North Region Design.
iv. Begin Title Search and Title Reports

2. Phase 2 Deliverables

Typically, preliminary design would require a final geotechnical report, a final drainage report, utility location and mapping, right-of-way design and legal descriptions, roadway plan and profiles, bridge and structure types and criteria, plan and profile sheets, a preliminary traffic control plan, a National Pollution Discharge Elimination System (NPDES), and an engineer's construction cost estimate.

The PE shall use the NMDOT format for plan sets with standard information to be completed to a level consistent with the design stage. For NMDOT series sheets standards please refer to "Tribal/Local Public Agency Handbook, 2019 or most current edition.

c. Phase III – Grade and Drain (60% Design)

The engineer shall address all comments on the 30% complete Preliminary Design by City Staff, including but not limited to Complete Streets, Parks and Open Spaces, Land Use, Public Utilities, and SFMPO, as well as comments by the Bicycle and Pedestrian Advisory Committee and comments from the NMDOT review meeting. All of the components in the 30% Preliminary Design phase are further developed and designed to a greater level of detail.

1. Phase III Activities
   - i. Design drainage improvements
   - ii. Finalize project footprint
   - iii. Complete quantity schedules (if not included in the preliminary plans) and ensure they reflect computed design quantities
   - iv. Prepare and submit design variance and/or exceptions (if applicable)
   - v. Continue with environmental approvals
   - vi. Continue right-of-way process
   - vii. Develop preliminary traffic control plans including a suggested sequence of construction.
   - viii. Submit engineer's estimate
   - ix. Prepare and submit draft contract book, including specifications, special provisions and Notice to Contractor (NTC)
   - x. Incorporate ITS sheets, if necessary
   - xi. Incorporate rail design or mitigation and coordinate rail agreements and special provisions, as required
   - xii. Submit all Public Interest Findings (PIF) requests, if applicable
   - xiii. Coordinate the Storm Water Pollution Prevention Plan (SWPPP) sheets and Temporary Erosion and Sediment Control Plan (TESCP) sheets with the City's River and Watershed Manager (if the project's disturbed area is greater than one acre)
   - xiv. Begin Utility Relocation documentation (if applicable) for utility certification

2. Phase III Deliverables
   Submit to the City's Project Manager the 60% design plan set for review at least 2 weeks in advance of review meeting.

d. Phase 1V - Plan-in-Hand (90% Design)

Comments from the 60% Design review meeting and Constructability Review, when applicable, are incorporated during the 90% Design phase. At 90% Design, the plans, quantities, and engineer's estimate should be nearly complete. Only minor design changes should be occurring at (or after) this design phase. During the 90% Design phase, construction phasing layouts and construction signing, and striping plans are finalized, and project certification requests are completed and requested from NMDOT's North Region Design Coordinator or T/LPA Coordinator.

1. Phase IV Activities
   - i. Finalize plans
   - ii. Finalize right-of-way coordination/certification
   - iii. Finalize utilities coordination/certification
   - iv. Finalize ITS coordination/certification
   - v. Finalize railroad coordination/certification
   - vi. Finalize environmental certification
   - vii. Complete work zone checklist
   - viii. Start plans, specifications, and estimates (PS&E) checklist
   - ix. Finalize project cost estimate, including testing, construction management, and utility relocation when applicable
   - x. Request Disadvantaged Business Enterprise Program (DBE) goal from the Region Coordinator, if applicable
   - xi. Finalize project specifications and contract book, including all federal requirements
   - xii. If project-specific special provisions are required, those must be submitted to the NMDOT's North Region Design Coordinator or T/LPA Coordinator for review and approval
   - xiii. If project-specific Notice to Contractors (NTCs) are required, those must be submitted to the NMDOT's North Region Design Coordinator or T/LPA Coordinator for review and approval

2. Phase IV Deliverables

   The 90% design plans shall include as appropriate: cover sheet, title sheet, typical roadway sections, quantity sheets, general notes, SWPPP Information sheet, TESCP sheets, plan and profile sheets, roadway, trail, interchange and intersection plans, structure placement sheets, special details, bridge plans and foundation recommendations, traffic control and detour plans, permanent signing and striping, signalization, lighting plans, grading plans, earthwork computations, landscape details and/or plans, incorporation of standard plans and those prepared by others, final detail estimate and proposal, supplemental specifications, notice to contractors, and special provisions as required and all other plans/specifications as may be required.

   The 90% design plan set shall further include five (5) required NMDOT certifications. Environmental, ROW, Utility, Railroad, and Intelligent Transportation System (ITS) certifications must be submitted to City's Project Administrator at least two (2) weeks prior the review meeting.

e. Phase V - Plans, Specifications, and Estimate (PS&E)

The PS&E phase incorporates the comments from the 90% Design review meeting and finalizes the plans, quantities, and engineer's estimate. The contract book and specifications are complete, and all certifications are obtained prior to holding the PS&E review.

1. PS&E Deliverables
   a. PS&E package (to be submitted to City Project Administrator at least one week before NMDOT's annual deadline of June 1st)
      i. 100% construction plans
      ii. Engineer's opinion of probable cost
      iii. Contract book
      iv. Environmental clearance and certification documentation
      v. SHPO's concurrence
      vi. Right-of-way certification documentation
      vii. Utility certification documentation
      viii. ITS certification documentation
      ix. Railroad certification documentation
      x. Work zone checklist
      xi. All other applicable maintenance agreements
      xii. PS&E checklist
      xiii. Approved Public Interest Findings (PIFs) and/or variances if applicable

   b. Project Production Package (to be submitted to City Project Administrator at least one week before NMDOT's annual deadline of June 15th)
      i. Stamped and sealed construction plans
      ii. Engineer's opinion of probable cost (including Construction Management if using federal funding to cover these expenses and utility relocation when applicable)
      iii. Contract book (may leave out wage decisions until ready to bid because they can change over time)
      iv. Environmental clearance and certification documentation, including signed environmental commitments sheet in the construction plans
      v. SHPO's or THPO's concurrence
      vi. Right-of-way certification documentation
      vii. Utility certification documentation
      viii. ITS certification documentation
      ix. Railroad certification documentation
      x. Work zone checklist
      xi. All other applicable maintenance agreements
      xii. Signed PS&E checklist
      xiii. Approved PIFs and/or variances if applicable

f. Phase VI - Construction Engineering and Management Services

Construction Engineering and Management Services begins when the City advertises, bids and awards the project.

Upon request, the PE shall review bids and/or offers and provide an opinion to the City's Central Purchasing Office as to whether the bids and/or offers fully address the Invitation to Bid and/or Request for Proposals, and shall recommend selection of a bidder or offeror with written justification for that recommendation.

When a contract is awarded by the City in relation to the project, the PE shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

1. Hold Transition Meeting with City Project Administrator and NMDOT/FHWA Staff to discuss the required project documentation, format for submittals, and procedures to be used to ensure adequate management of a federally-funded construction project.
2. Hold Preconstruction Conference.
3. Duties during construction:
    i. Daily documentation and maintain a project management diary
    ii. Verify all construction activities and documentation meet NMDOT and federal standards and policies
    iii. Supervise activities for government and third-party inspectors and office personnel
    iv. Administer change orders in compliance with the change order provisions stated in the Tribal/Local Public Agency Handbook (current edition).
    v. Coordinate all project activities
    vi. Maintain public relations
    vii. Address all problems and/or concerns related to project designs and plans.
    viii. Approve all project documentation and submittals (including source books, certificates of compliance, National Pollutant Discharge Elimination System (NPDES), payrolls, subcontracts, traffic control diary, quality control plan, and testing reports).
    ix. Enforce contractor's compliance with contract requirements (i.e., Buy America, Disadvantaged Business Enterprise (DBE), EEO, traffic control/safety, etc.)
    x. Administer monthly progress payments
    xi. Reject defective and/or non-compliant material and workmanship, in accordance with the contract
    xii. Interpret the plans and specifications
    xiii. Verify construction activities meet contractor schedule
    xiv. Designate a person familiar with Storm Water Pollution (SWPP) Plan Preparation and Maintenance to review the work of contractors and provide an opinion on compliance to the Public Works Director, when applicable. In order to be considered "familiar," that person would need to have attended the Associated Contractors of New Mexico (ACNM) class "Storm Water Qualified Person" or equivalent.
    xv. Approve the contractor's Quality Control Plan per Section 902, Quality Control, of the NMDOT Standard Specifications at least two weeks prior to the start of any work being performed that requires QC testing for acceptance. Once the Quality Control Plan is approved, PE shall verify that it is on file.
    xvi. Review and approve any proposed changes to the traffic control plan at least two weeks prior to implementation. Ensure the revisions have been designed in

accordance with 23 CFR § 630 Subpart J – Work Zone Safety and Mobility and 23 CFR § 630 Subpart K – Temporary Traffic Control Devices and are stamped by a current New Mexico Licensed Professional Engineer. If any part of the revised traffic control will be located on an NMDOT roadway, concurrence from the District Traffic Engineer is required prior to approval by the City project manager. Unapproved changes shall not be allowed in the field.

xvii. Ensure proper B2Gnow and LCPtracker reporting.
xviii. Review and approve progress payments.
xix. Prepare for Project Closure and Final Inspection.

4. Duties after construction

Prepare and submit the Final Package to NMDOT.

In all cases where the PE is responsible for acceptance of a deliverable, payment of invoices remains subject to acceptance by city staff pursuant to Section 3(D) above.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to general engineering and construction management services 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 as per Task Order, such compensation not to exceed five million dollars ($5,000,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling four hundred nine thousand three hundred seventy-five dollars ($409,375) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed five million four hundred nine thousand three hundred seventy-five dollars (5,409,375). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30)

days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. **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). Four (4) years is the limit to the Term of this Contract in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

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

B. Notice; City Opportunity to Cure.

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

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City

does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

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

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

6. Appropriations

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

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

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

15. Entire Agreement.

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

16. Merger

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

All terms and conditions of the **RFP #24001 On-Call General Engineering Services for Roadway, Trail, Bridge, Drainage, Facility, Utility and Traffic Design** 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 or immigration status except as necessary to comply with employment law, 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: Regina Wheeler, Public Works Department Director, City of Santa Fe, P.O. Box 909 Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Dan Sims, Principal-in-Charge and Senior Vice President, 2440 Louisiana Blvd., Suite 400, Albuquerque, NM 87110, Dan.Sims@wsp.com.

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.

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

CITY OF SANTA FE:

Alan Webber (Aug 19, 2024 17:04 MDT)

ALAN WEBBER, CITY MAYOR

DATE: Aug 19, 2024

CONTRACTOR:
WSP, USA Inc

Daniel Sims (Jul 3, 2024 11:31 MDT)

DAN SIMS
PRINCIPAL-IN-CHARGE &
SENIOR VICE PRESIDENT

DATE: Jul 3, 2024

CRS#: 01-195458-002

Registration #: _____

ATTEST:

GERALYN CARDENAS
INTERIM CITY CLERK
GB MTG 08/14/2024

CITY ATTORNEY'S OFFICE:

Marcos Martinez (Jul 3, 2024 11:34 MDT)

MARCOS MARTINEZ
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

APPENDIX A

EARLY NEIGHBORHOOD NOTIFICATION

Early Neighborhood Notification (ENN) Applicability to City Capital Improvement Projects

ENN is required for certain types of *city capital improvement* projects requiring review by the *governing body* as follows:

(i) facility plans for municipal facilities or services, including wastewater, solid waste, potable water and airport facilities;
(ii) new projects or projects to expand or extend service to new service areas included in the *capital improvement plan* or *general plan* ;
(iii) any new road construction or reconstruction of an existing road that materially expands capacity; and
(iv) projects funded out of capital impact fee funds.
(v) any new park or reconstruction or expansion of an existing park that exceeds one acre in size or one hundred and fifty thousand dollars ($150,000) in cost; construction of a new building or structure at a park or placement of new lighting at a park that exceeds one hundred and fifty thousand dollars ($150,000) in cost.

The following types of *capital improvement* projects do not require ENN:

(i) *replacement* , repair or maintenance of underground facilities where such activity does not represent a material expansion of existing facilities;
(ii) road maintenance, repair, surfacing or resurfacing, striping, curb and gutter or sidewalk repair or maintenance, *sign* maintenance, signal repair, shoulder work, bridge or culvert maintenance work; and
(iii) special assessment districts covered by *state* law or *city* ordinance.

Summary Notices to Meet ENN Guidelines (not all of the agencies may be needed for every project):

20 days in advance:
Project Consultants submit to City Project Administrator Meeting Notice Letter for review and Approval.

15 days in advance:
City Project Administrator
Email: to Santa Fe City Council members and the mayor, Santa Fe MPO staff, City of Santa Fe Parks and Recreation Department, BPAC members, City of Santa Fe Land Use Department, interested individuals, neighboring condominium / apartment associations and neighborhood associations

City PrimeGov: Post notice of ENN meeting on PrimeGov

Social Media: City's Facebook – Coordinate with Community Engagement Department's Communications Manager (505) 469-0946

Project Consultants

Mail: Meeting notice (first class mail) to property owners and physical addresses within 300' of project boundary and neighborhood associations within 300' of project boundary

Posters: At least (1) (preferably 2, but subject to availability) 4'x5' City of Santa Fe Notification Board

Newspaper: Display advertisement in a local daily newspaper of general circulation stating the date, time and place of the public hearing

City Project Administrator

Contacts:

OPTIONAL: One week in advance:
Email: to Santa Fe City Council members and mayor, Santa Fe MPO staff, City of Santa Fe Parks and Recreation Department, BTAC members, City of Santa Fe Land Use Department, interested individuals, neighboring condominium or apartment associations and neighborhood associations

OPTIONAL: One day in advance:
Email: to Santa Fe City Council members and mayor, Santa Fe MPO staff, City of Santa Fe Parks and Recreation Department, BTAC members, City of Santa Fe land Use Department, interested individuals, neighboring condominium or apartment associations and neighborhood associations

Additional References

Section 14-3.1(F) of the Santa Fe City Code for a complete representation of all regulations pertaining to Early Neighborhood Notification

City of Santa Fe, New Mexico
Memorandum

DATE: April 24, 2024

TO: Travis Dutton-Leyda, CPO

VIA: JoAnn Lovato-Montano

FROM: Romella Glorioso-Moss, PhD, CPM *RGM*
Procurement Manager

RE: RFP#24001 Evaluation Committee Report

In accordance with the Request for Proposals for On-Call General Engineering Services for Roadway, Trail, Bridge, Drainage, Facility, Utility and Traffic Design (RFP# 24001) issued on February 8, 2024, the City received eleven (11) proposals from the following Offerors:

1. AECOM Technical Services, Inc. (AECOM)
2. Bohannan-Huston, Inc. (BHI)
3. Earth and Steel Design, LLC. (Earth & Steel)
4. Huitt-Zollars, Inc. (Huitt-Zollars)
5. Lee Engineering, LLC. (Lee Eng.)
6. Miller Engineers, Inc., d/b/a/ Souder, Miller & Associates (ME/SMA)
7. Molzen Corbin
8. Santa Fe Engineering Consultants, LLC. (SFEC)
9. WHPacific, an NV5 Company (WHPacific)
10. Wilson & Company, Inc. (Wilson)
11. WSP USA, Inc. (WSP)

The Evaluation Committee members are as follows:

- Dalmolin, Mike PE, Traffic Operations Engineer, Public Works – Complete Streets
- Isaacson, Zoë, River and Watershed Manager, Public Works – Parks and Open Space
- Jurgens, Taylor PE, Engineer, Public Utilities – Water
- Wolfenbarger, Jeanne PE, Traffic Engineer, Public Works – Complete Streets.

This Evaluation Committee Report summarizes all criteria used in scoring the response.

- March 11, 2024: Evaluation Committee met to review the Evaluation Committee duties and RFP process, and to receive the Offerors technical proposals.

- March 11-17, 2024: Each committee member reviewed and scored all the proposals individually.

- March 18, 2024: Procurement Manager and committee members held an in-person meeting to review and discuss individual score sheets and came to a consensus.

- April 4, 2024: Procurement Manager emailed SFEC for clarification on Appendix F and it was determined that Appendix F was not included in their proposals as required by the RFP.

- April 12, 2024: Evaluation committee report submitted to Central Purchasing for review.

SUMMARY:

Although Section IV.C. Business Specifications appeared before Section IV.B Technical Specification in RFP#24001, the Committee reviewed Offerors' compliance to Section IV.C. Business Specifications first to identify proposals who are disqualified and should not move forward for further evaluation.

Section IV. C. Business Specifications

C.1 Letter of Transmittal Form

Specifications:
The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX A. The form should be completed and must be signed by the person authorized to obligate the company.

Evaluation Factor:
Pass/Fail only. No points assigned.

Scores:

AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.	ME/ SMA	Molzen-Corbin	SFEC	WH Pacific	Wilson	WSP
Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Comments:
All Offerors submitted a Letter of Transmittal with their proposals. All Offerors passed this specification.

C.2 Campaign Contribution Disclosure Form

Specifications:
The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made (APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factor:
Pass/Fail only. No points assigned.

Scores:

AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.	ME/ SMA	Molzen-Corbin	SFEC	WH Pacific	Wilson	WSP
Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Comments:
All Offerors submitted a signed Campaign Contribution Disclosure Form with their proposals. All Offerors passed this specification.

C.3 Non-Collusion Affidavit Form

Specifications:
The Offeror **must** complete an unaltered Non-Collusion Affidavit Form and submit a signed copy with the Offeror's proposal (APPENDIX C). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factor:
Pass/Fail only. No points assigned.

Scores:

AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.	ME/ SMA	Molzen-Corbin	SFEC	WH Pacific	Wilson	WSP
Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Comments:
All Offerors submitted a signed Non-Collusion Affidavit Form with their proposals. All Offerors passed this specification.

C.4 Conflict of Interest Statement for Consulting Firms

Specifications:
The Offeror **must** complete an unaltered Conflict of Interest Statement for Consulting Firms and submit a signed copy with the Offeror's proposal (APPENDIX D). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factor:
Pass/Fail only. No points assigned.

Scores:

AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.	ME/ SMA	Molzen-Corbin	SFEC	WH Pacific	Wilson	WSP
Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Comments:
All Offerors submitted a signed Conflict of Interest Statement with their proposals. All Offerors passed this specification.

C.5 Confidentiality and Non-Disclosure Agreement

Specifications:
The Offeror **must** complete an unaltered Confidentiality and Non-Disclosure Agreement and submit a signed copy with the Offeror's proposal (APPENDIX E). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factor:
Pass/Fail only. No points assigned.

Scores:

AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.	ME/ SMA	Molzen-Corbin	SFEC	WH Pacific	Wilson	WSP
Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Comments:
All Offerors submitted a signed Confidentiality and Non-Disclosure Agreement with their proposals. All Offerors passed this specification.

C.6 Sub-Consultants Offerors List

Specifications:
The Offeror **must** complete an unaltered Sub-Consultants Offerors List and submit a signed copy with the Offeror's proposal (APPENDIX F). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factor:
Pass/Fail only. No points assigned.

Scores:

AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.	ME/ SMA	Molzen-Corbin	SFEC	WH Pacific	Wilson	WSP
Pass	Pass	Pass	Pass	Pass	Pass	Pass	Fail	Pass	Pass	Pass

Comments:
All Offerors except the SFEC (Santa Fe Engineering Consultants, LLC) submitted a signed Sub-Consultants Offerors List with their proposals. SFEC was disqualified due to this fact.

Section IV.B Technical Specifications

Section IV.B.1 General Information (maximum 5 points)

Specifications:
Offeror **must** identify its principal member(s) or officer(s) who will be responsible for the administration of the contract; provide the name(s) and registration number(s) of the New Mexico Registered Professional Engineer who will be directly responsible and in charge of the work; and identify the name, address, and phone number of the office(s) where the work will be performed for the prime Offeror and all sub-consultants.

Evaluation Factor:
Points will be awarded based on the completeness of the Offeror's responses.

Scores:

AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.	ME/ SMA	Molzen-Corbin	SFEC	WH Pacific	Wilson	WSP
5	4.8	4.3	5	5	4.8	4.8	Disqualified	4.8	3.8	5

Comments:

1) **AECOM** (5 points) provided in detail, their principal officers and other engineers on staff to help complete a range of engineering tasks identified in the Scope of Work (SOW). AECOM's office locations and its subconsultants were also provided. The proposal is particularly strong listing the experience of principal officers with previous work with the City.

2) **BHI** (4.8 points) provided requested information about principal officers and work locations. However, it was weak in reference to the consideration of subconsultants that may be required to supplement in-house staff.

3) **Earth and Steel** (4.3 points) missed a couple of specifications resulting to a 0.5 point deduction. The proposal identified the principal officer but not the requested details, such as the location where the work will be performed or information on the subconsultants.

4) **Huitt-Zollars** (5 points) provided full details on principals who will be responsible for the administration of the contract. The Offeror provided the names and registration numbers of the New Mexico Registered Professional Engineer who will be directly responsible and in charge of the work. The Offeror also identified the names, addresses, and phone numbers of the sub-consultants.

5) **Lee Eng'g.** (5 points) provided all the information requested such names and registration numbers of the principal officers; name, address, and phone number of the principal office including all sub-consultants. Their response was complete and identified all required information in this specification.

6) **ME/SMA** (4.8 points) provided general information on the principal officers but not on subconsultants.

7) **Molzen-Corbin** (4.8 points) provided sufficient information but lacked detail.

8) **WHPacific** (4.8 points) provided information on its principals and subcontractors but not much detail was included.

9) **Wilson** (3.8 points) provided the requested information on its principal officers but not the requested details, such as the location where the work will occur or requested information on the subconsultants. The Offeror did not also provide details (name, address and telephone number) of offices where the work will be performed.

10) **WSP** (5 points) proposal provided all the details of general information requested for principal officers and their subconsultants.

Section IV.B.2 Organizational References (maximum 15 points)

Specifications:
Offeror **must** provide a list of three (3) references from similar projects for city, state or federal government clients within the last four (4) years (2020-2023).

Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;
b) Project description;
c) Project dates (starting and ending);
d) Technical environment (i.e. Professional design or construction management services for roadways, trails, bridges, drainage, facility, utility, traffic, underpasses/overpasses, etc.)
e) Staff assigned to reference engagement that will be designated for work per this RFP; and
f) Client project manager name, telephone number, fax number and email address.

Offeror is required to submit APPENDIX H, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX H. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Evaluation Factor:
Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (APPENDIX H). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process.

Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

Scores:

AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.	ME/ SMA	Molzen-Corbin	SFEC	WH Pacific	Wilson	WSP
13.6	13.6	0	9	9.8	13.5	14.5	Disqualified	14.5	14	13.8

Comments:

1) **AECOM** (13.6 points) received three references. The reference for the NM 456 emergency bridge project is exemplary. The NMDOT had a pre-manufactured bridge, and this Offeror was able to retrofit these existing bridge components to fit the project's specifications within 6 months. Such an approach saved a substantial amount of money and showed their adaptability.
   The other two references show the depth of this Offeror, from roadway improvements on NM 68 to inspection of bridge elements. The proposal outlined how this Offeror assumed control of the NM 68 project to correct deficiencies and shows their technical proficiency. However, the reference mentioned a few components were missed on the plan set. Both references did not provide rich detail to assess the firm's performance.

2) **BHI** (13.6 points) received three references. All of them indicated high satisfaction with this Offeror and several mentioned having an extensive service history with them. The range of technical expertise displayed by these three projects referenced are quite varied and include drainage, roadway, and bridge. In particular, the Sunport Boulevard Extension project really showed the Offeror's technical proficiency in all of the services requested. Scores were reduced due to the references providing very little detail and, in some cases, did not even provide any comment to justify the score provided. RFP requested firms encourage their references to provide detailed comments and thus points were reduced.

3) **Earth & Steel** (0 points) identified three references in their proposal (pp. 11-13). However, none of these references submitted the reference questionnaire to the Purchasing Division or to the Procurement Manager. Zero points were awarded as a result.

4) **Huitt-Zollars** (9 points) - The two references received for this Offeror provided almost no comment to justify high scores. The proposal lists a range of professional services, but the references do not provide any detail to demonstrate technical proficiency.

5) **Lee Eng'g.** (9.8 points) – Although three references were received for this Offeror, one did not respond to any of the questions at all. However, the two other references provided details to demonstrate their technical expertise in a range of roadway and traffic engineering services. Both references highly acclaim their services and rank them as the preferred on-call contract for traffic engineering services for the NMDOT and the City of Rio Rancho. Although this Offeror does not offer the full range of services identified in the SOW, such as bridges and drainage design services, this firm is ranked highly for meeting very specific and technical design services within traffic.

6) **ME/SMA** (13.5 points) - The three references for this Offeror were very complimentary and some continue to employ them on other projects. However, the language in two of the references were nearly word for word the same with some minor changes. For example, on Question 9 about which services were you least satisfied, the language is the exact same about project schedule.

7) **Molzen-Corbin** (14.5 points) - Two of the three references from the NMDOT and City of Albuquerque were effusive with praise and documented the long-standing relationship with this firm on multiple projects. The range of engineering services are also excellent, ranging from airport design, bridges, drainage, utility, etc. In particular that was impressive was the design details highlighting thoughtful design, including gravity flow when possible on the Santa Fe County project and sustainability rating on the I-25 interchange.

8) **WHPacific** (14.5 points) - Two of the three reference letters provided detailed comments and gave concrete examples of what separated this firm, such as the lack of change orders during construction owing to their "knowledge and expertise" during the design process. The other reference highlighted their knowledge of relevant manuals.

9) **Wilson** (14 points) - All the references highlighted how this Offeror has extensive histories and completed a lot of projects for several of them, including Los Alamos County, AMAFCA, and Rio Rancho. Other positives cited included how Wilson is able to complete a lot of the services in-house. However, the references also highlighted some weaknesses in technical writing and QA/QC processes.

10) **WSP** (13.8 points) received three references. Their references noted that their agency has worked with this Offeror on several projects and highlighted how they are one of the most accommodating firms and can handle large projects. The reference from the City of Albuquerque particularly how well executed the firm does with their complete street maintenance program, citing their ability to thoroughly research each corridor.

The Evaluation Committee did not contact any of the business references to validate any information submitted.

Section IV.B.3. Mandatory Specifications

IV.B.3.a. Specialized Design and Technical Competence (maximum 25 points)

Specifications:

Offeror **must** describe two (2) engineering design projects that highlight their specialized problem-solving techniques or approaches, innovative practices/ideas, and advantages its team brings or offers to the City.

Evaluation Factor:
Points will be awarded based on Offeror's innovativeness, creativity, and effectiveness in designing past projects.

Scores:

AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.	ME/ SMA	Molzen-Corbin	SFEC	WH Pacific	Wilson	WSP
24.4	22	20	18.3	21.3	20.3	24	Disqualified	21.5	23.3	22.5

Comments:

1) **AECOM** (24.4 points) showcased two projects showed very clearly the attention to detail and the innovative practices they can bring to solve problems. One highlight is the unique approach to lighting the underpass, using a combination of design alternations to bring as much natural light as possible while using light shield sculptures to integrate art while reducing vandalism. The integration of art into design can really help a project succeed within the City. The ability to mobilize such an eclectic staff to address a broad array brings a lot of value to the City.

2) **BHI** (22 points) demonstrated their ability to factor in their clients' input in decision-making. However, project examples given were simple and did not show their ability to be innovative, and creative.

3) **Earth and Steel** (20 points) described two engineering projects from work the principal members did as part of another firm. Therefore, it was unclear where division of responsibilities lies. Nevertheless, their project description highlights how both of the principal members contributed specialized problem-solving techniques.

4) **Huitt-Zollars** (18.3 points) described innovative practices and ideas, but they were not connected to the two projects highlighted.

5) **Lee Engineering** (21.3 points) listed two projects and had a supplemental section spotlighting unique and creative approaches to traffic engineering. Some of these unique and creative approaches include alternative intersection design, employment of big data to yield more nuanced understanding of traffic along I-40, and employment of "rest-in-red" signal operations. These innovative solutions were not linked to the two projects described in the proposal. These creative approaches offer potential benefits to the City but the firm will be limited to specific engineering services, such as traffic and roadway.

6) **ME/SMA** (20.3 points) in highlighting two projects showed some effective problem-solving, including receiving approval on meeting ADA requirements to the maximum extent feasible and

providing a graphic simulation of roadway design. However, they are quite simple, so it did not show creativity and innovativeness that RFP requires.

7) **Molzen-Corbin** (24 points) received the highest score for this question. The two project examples given were discussed succinctly and highlighted their innovativeness, creativity and advantages their team brings or offers to the City.

8) **WH Pacific** (21.5 points) described the two project examples given very well but no discussion on innovativeness and creativity. Project examples demonstrated the Offerors' ability to coordinate with multiple entities/stakeholders and involved complex project phasing and sequencing.

9) **Wilson** (23.3 points) demonstrated well their ability to take on very complex projects and see them through construction. Descriptions of the two project examples given were innovative and cutting edge. However, a few points were deducted because there was no discussion on hardships or difficulties encountered and how they were resolved.

10) **WSP** (22.5 points) described two projects but they lack specificity which makes it difficult to assess the firm's innovativeness or creativity and hence the advantages their team brings or offers to the City.

IV.B.3.b. Capacity and Capability of the Offeror to Perform the Scope of Work (maximum 25 points)

Specifications:
Offeror **must:**

i. provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations, and project administration requirements, including information that demonstrates the Offeror's ability to perform the services required for this project;

ii. include an organizational chart indicating key project team members, including any sub-consultants, and their specific roles on the project and/or area(s) of expertise, and clearly identifying the lead engineer who will be directly responsible for the project. The percentage of time each team member will spend or commit to providing services toward the project must be included in the organizational chart; and

iii. provide brief resumes for the lead engineer and key project team members, describing why each team member was selected for this proposal, highlighting relevant project experience and knowledge of City/NMDOT/FHWA procedures. If a subcontractor is affiliated with the prime contractor as an affiliated company, firm, or business, the proposal must indicate this. The proposal must also identify the Offeror's team's list of current projects with the City.

Evaluation Factor:
Points will be awarded based on the team members' relevance and extent of their experience, expertise and knowledge in engineering design of a roadway, trail, bridge, drainage, facility, utility and traffic;

and of their formal education, certifications and licenses. In addition, points will also be based on the amount of care and attention given to assembling the team members based on their specialized professional competence and Scope of Work.

Scores:

AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.	ME/ SMA	Molzen-Corbin	SFEC	WH Pacific	Wilson	WSP
24.8	23	18.5	22	21.8	20.3	23	Disqualified	21.5	23.3	22.5

Comments:

1) **AECOM** (24.8 points) outlined an extensive approach to demonstrate their ability to meet project schedules and accommodate cost considerations through an extensive list of tools to monitor the schedule and tasks as well as a deep well of project cost data from other projects.

   The Offeror gave an immense accounting of their technical expertise in all of the engineering services and how that would be tailored to meet the City's standards through different planning documents. In terms of the engineers leading the project, almost all had decades of experience.

   The proposal discussed in detail their cost control/estimating procedures, their Quality Management Plan/System to control QA/QC practices.
   Resumes showed their team is well-qualified.

   A small weakness is this section could have been written in a more concise way.

2) **BHI** (23 points) has extensive on-call experience. They have a long list of contracts with work relevant to RFP's SOW. They also provide specialty engineering services such as community development, planning and GIS which are important components to public engagement/participation. However, the Offeror's organizational chart did not have the percentages each member would be assigned to certain tasks and did not include the depth of the firm. Although the firm has extensive capacity in the range of engineering services, any subconsultant should have been listed even if it is not anticipated to be needed.

3) **Earth and Steel** (18.5 points) demonstrated a high-level of understanding of a project life-cycle but lacked specificity and details on how these projects are implemented. Principal members have a lot of experience in and around Santa Fe and with NMDOT. Staff resumes and organizational chart don't indicate very much depth of key project staff.

4) **Huitt-Zollars** (22 points) demonstrated strong multi-disciplinary experience with a large design staff. Graphics on schedule and cost control were helpful and reflect strong schedule and cost control measures. Both the organizational chart and resumes showed a lot of experienced staff. One weakness identified is since the firm does not have any projects with the City, they may not be familiar with City codes and other regulations and procedures.

5) **Lee Engineering** (21.8 points) showed in their organizational chart and resume sections that they have a capacity to handle most engineering services listed in the SOW. However, the organizational chart lists many engineering services with one capable staff. Some questions thus remain as to the depth of the firm to handle large projects. But this firm seems to have a strong capability in roadway design and traffic engineering services based on what was provided. The firm also has had several projects, and currently has several projects, with the City, showing their experience of City procedures. However, the proposal did not address the requested information on the firm's ability to accommodate cost considerations and keep project schedules.

6) **ME/SMA** (20.3 points) demonstrated in their organizational chart and resumes that they have the capacity to handle most engineering services listed in the SOW but the organization chart lists many engineering services with one capable staff. This leads to a question as to the capacity of the firm to handle large projects and multiple projects.

   Another weakness in the section was the parts dedicated to demonstrating the Offeror's ability to meet time schedules, accommodate cost schedules, etc. The response is too general and not enough concrete details were provided.

7) **Molzen-Corbin** (23 points) showed a lot of past experience with on-call contracts in New Mexico. It also showed multi-disciplinary experience in-house, including all areas of the SOW. The resumes show good experience in each discipline. One weakness identified was that the firm currently does not have any projects with the City and may not have extensive knowledge of City procedures due to this fact.

8) **WH Pacific** (21.5 points) demonstrated broad experience in several of the disciplines listed in the SOW. This firm has lots of experience with on-call contracts. The proposal provided concrete examples of their ability to meet cost and schedule components by providing tables of recent projects the firm has completed. The proposal detailed the range of professional competence, from traffic engineering, roadway design, to drainage. However, the same level of detail was not provided for some of the services in the RFP, such as bridges and facilities but the proposal listed resumes of some of the staff equipped to handle those kinds of tasks.

9) **Wilson** (23.3 points) stands out for its extensive knowledge of the City to the extent a special Microsoft Project file was jointly developed to track project schedules. That extensive City knowledge coupled with a broad range of engineers capable of all the engineering tasks support the firm's capabilities to the City. However, the proposal was weak in detailing and providing concrete examples to reduce construction cost and keep schedules.

10) **WSP** (22.5 points) showed the team's ability to support the City with local talent while also being able to lean on national expertise is an added benefit. The proposal's narrative also showed the Offeror has experience in several disciplines identified in SOW. The resumes reflect a team that is well-qualified and experienced in working with the City and NMDOT. A weakness in the section was the parts dedicated to demonstrating the firm's ability to meet time schedules, accommodate cost schedules, etc. The response is too general and not enough concrete details were provided.

IV.B.3.c Past Record of Performance (maximum 20 points)

Specifications:
Offeror **must** demonstrate through historical documentation that the Offeror has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. The proposal must describe two (2) past projects, specifying relevance to the current scope of work and include client references (names, addresses, email address and telephone numbers) for each project. Also, please submit APPENDIX G "Project/Contract Listing Form".

Evaluation Factor:
Points will be awarded based upon an evaluation of the documented organizational experience, knowledge and resources that may be employed for the project. Points will also be awarded based on Contractor's meeting project schedule agreed upon at the award of the contract. Considerations will be given if the project delay was caused by the City or NMDOT (APPENDIX G). Further, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Scores:

AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.	ME/ SMA	Molzen-Corbin	SFEC	WH Pacific	Wilson	WSP
19	16.8	10.8	16.8	18	13.8	17.5	Disqualified	17.8	16.8	17.5

Comments:

1) **AECOM** (19 points) provided two projects which highlighted the firm's capacity to act under duress and deliver projects by the required deadlines. The range of services provided further illustrates the capacity of the firm to act and deliver any type of engineering services listed in the SOW. However, the response, although quite detailed, did not provide enough discussion on cost and budget and lessons learned from successes and failures and how that will help the firm grow.

2) **BHI** (16.8 points) demonstrated the ability to meet the City's design deadlines, however no documentation was provided on project schedules, budgets, and no discussions on lessons learned from project successes and failures.

3) **Earth and Steel** (10.8 points) No historical documentation was provided to justify the Offeror's ability to meet schedules and budgets. Although the Offeror did not provide two projects the proposal did highlight the Offeror's approach to keeping a project schedule and containing costs, but some documentation was required.

4) **Huitt-Zollars** (16.8 points) highlighted two projects that were delayed and elaborated on the role additional scope can have on wrecking on a client's project timeline. In fact, the delay was over two years in both projects. The Offeror did not identify any lessons learned, if there were any, from these delays and how the firm will grow as a result.

The Offeror also failed to discuss whether project costs were attempted to be contained. Both projects were delayed for months while "securing funding" from the City. That raises the questions of whether the projects were funded in the first place or additional funding was required due to scope changes.

The lack of information made it hard for the Committee to assess Offeror's response to this question other than the Offeror has some experience and resources to deliver the roadway and trail projects described.

5) **Lee Engineering** (18 points) highlighted two traffic engineering projects, both of which undertook unique and creative approaches. For the Airport Road signal timing optimization project, the firm impressively adopted the scope/fee proposal to adjust to budget cuts, optimizing the level of documentation accordingly. With this project being in the middle of the pandemic, the firm had to adjust the project and adapt their approach to lower volumes. In terms of engineering approaches, the "rest-in-red" concept is unique and really meets the project goals in unique ways. These two projects are focused only on traffic engineering services in the SOW and some approaches from other types of engineering services would have further bolstered their score.

6) **ME/SMA** (13.8 points) provided little-to-no discussion on actual vs. projected scheduled completion and actual vs. final project costs. One of the project examples showed experience in coordinating with multiple City departments and the public. The proposal did not also detail any lessons learned from successes or failures and how it will help the firm grow.

7) **Molzen-Corbin** (17.5 points) not only highlighted two projects but provided their systematic approach to meeting budgets and schedules. A cost and schedule performance table were provided, providing data to support their ability to meet client goals. Some of these projects cost a bit more than the estimate but the projects were always completed on time. The two projects showcase the range of services in the firm, from a large roadway to lift station. One mechanism in the lift station the firm employed to control costs to meet the budget was bid additives to provide flexibility in awarding the project. However, there was no discussion of discrepancies between bid estimates and actual bid amounts. Also not discussed were their project successes and failures and how that will help the firm grow.

8) **WH Pacific** (17.5 points) demonstrated broad experience in several of the disciplines listed in the SOW. They have a lot of experience with on-call contracts. The 2 projects described laid out the capability of this Offeror to handle an array of projects with a variety of stakeholders. One highlight was the complexity NM 566 bridge replacement over BNSF railroad and adjacent to the Navajo Nation. The Lovingston road diet project highlighted an award for innovative design but did not detail in which ways the design was innovative to garner that award. The proposal further did not detail any lessons learned from successes or failures and how it will help the firm grow.

9) **Wilson** (16.8 points) demonstrated their ability to work in a tight window. Their ability to anticipate the critical path and potential long lead items as well as find solutions to prevent causing a delay in the project was key to their project success. Discussions on how project schedule and costs were controlled as well as any lessons learned were missing. Highlighting different projects than what were previously described could have been an opportunity.

10) **WSP** (17 points) featured two projects that are located within the City and displayed the Offeror's capabilities to deliver a range of projects. The culvert replacement project particularly highlighted the firm's capacity to deliver an expedited design to meet the city's needs after the collapse of the previous culvert, thus shutting down a roadway for months. The design team also showed some capacity to change after staking the proposed structure in the field.

However, the Offeror did not take time to elaborate on the project schedule established and how their team met that schedule. Further, on the Guadalupe St. Bridge Preservation, a project cost is detailed but no information is provided as to whether this met the project's budget, thus the Committee was unable to fully judge the Offeror's ability to meet budgets.

IV.B.3.d Proximity to or Familiarity with the City of Santa Fe (maximum 5 points)

Specifications:
Offeror **must** identify its familiarity with the City of Santa Fe and its understanding of the scope of work. Offerors must demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on- and off-site requirements for engineering and construction management services and administration of a City project which will be awarded via this RFP. The Offeror must also indicate previous knowledge or experience regarding the City, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to a City project needs.

Evaluation Factor:
Points will be awarded based on the Offeror's familiarity with the City's procedural, procurement and regulatory design requirements; thorough understanding of the Scope of Work; and how quickly they can respond to City request/need.

Scores:

AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.	ME/ SMA	Molzen-Corbin	SFEC	WH Pacific	Wilson	WSP
4.8	4.8	4.5	4	4.5	4.8	4.5	Disqualified	4.8	4.8	5

Comments:

1) **AECOM** (4.8 points) has a staff office in Santa Fe for quick response times. They also have several years of past experience working with the City of Santa Fe, thus have excellent knowledge of procedural, procurement, and regulatory design requirements.

2) **BHI** (4.8 points) demonstrated knowledge and work throughout Santa Fe. No staff located directly in Santa Fe but still within an hour in Albuquerque.

3) **Earth and Steel** (4.5 points) is located within Santa Fe, leading to good response time. Narrative is limited to familiarity with City regulations, procedures, and processes.

4) **Huitt-Zollars** (4 points) has prior experience with the City and demonstrated clear understanding of the SOW. However, the office is located 1 hour from Santa Fe.

5) **Lee Engineering** (4.5 points) currently has several projects with the City and is located within an hour of Santa Fe.

6) **ME/SMA** (4.8 points) has a satellite office in Santa Fe that provides close proximity. Acknowledgment of historical and cultural significance which requires unique solutions is a particular strength of the proposal.

7) **Molzen-Corbin** (4.5 points) demonstrated a lot of previous experience with multiple departments in City but they do not have an office in Santa Fe. Their office is in Albuquerque.

8) **WH Pacific** (4.8 points) demonstrated a good understanding of the SOW and highlighted several projects with City of Santa Fe. Their staff is based mainly in Albuquerque.

9) **Wilson** (4.8 points) has an extensive project history in City and knows the City's procedural, procurement, and regularly design requirements.

10) **WSP** (5 points) has several staff within the State, including an office in Santa Fe. They also showed they have several years of project experience with City of Santa Fe.

IV.B.3.e New Mexico Produced Work (maximum 5 points)

Specifications:
Offeror **must** indicate the volume of work to be produced in New Mexico by a New Mexico firm or firms. The Offeror must identify any out-of-state consultant(s) or business relationships that will be involved on any City project that will be awarded via this RFP, and the extent of services to be provided by that firm or firms.

Evaluation Factor:
Points will be awarded based on the percentage of work produced in New Mexico using the following formula:

0% - 20% - 1 point
21% - 40% - 2 points
41% - 60% - 3 points
61% - 80% - 4 points
81% - 100% - 5 points

Scores:

AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.	ME/ SMA	Molzen-Corbin	SFEC	WH Pacific	Wilson	WSP
5	0	5	5	5	0	5	Disqualified	5	5	5

Comments:

1) **AECOM** (5 points) – 90% of work will be produced in New Mexico.

2) **BHI** (0 point) – Evaluation Committee did not award any points because the Offerors' response is not direct and subject to interpretation. The Offeror tried to answer this question indirectly by stating their firm is a NM-owned and –based so they anticipate completing all the work in NM.

3) **Earth and Steel** (5 points) – 100% of work will be produced in New Mexico.

4) **Huitt-Zollars** (5 points) – 100% of work will be produced in New Mexico.

5) **Lee Engineering** (5 points) – 100% of work will be produced in New Mexico.

6) **ME/SMA** (0 point) – The Evaluation Committee did not award any points because the Offeror 's response is quite vague; stating a "substantial" portion of the work will be completed in NM.

7) **Molzen-Corbin** – 100% of work will be produced in New Mexico.

8) **WHPacific** – 100% of work will be produced in New Mexico.

9) **Wilson** – 100% of work will be produced in New Mexico.

10) **WSP** – 100% of work will be produced in New Mexico.

IV.B.3.f Volume of Work Currently Being Performed (0 to 5 point deduction). For Munis scores, see change in the scoring method below.**

Specifications:
Offeror **must** provide information on the status of any project that has been awarded by the City in the past four (4) years and is, on the date of the submittal, less than 75% complete by completing the "Contract/Project Listing Form" (APPENDIX G). The reason for any project delays must be identified.

Evaluation Factor:
Points shall be deducted for projects awarded that are less than 75% complete on the date the proposals are due. The following formula on fees shall be utilized in assessing scores:

Contract Balance Amount* Per Project	
$ Less than - $500,000	minus 0 point
$500,001 - $750,000	minus 1 point
$750,001 - $1,000,000	minus 2 points
$1,000,001- over	minus 3 points

*Contract Balance Amount is defined as:

i. Single Phase Contracts: Amount of contract including supplemental agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project).

ii. Multi-Phase Contracts: Amount of contract including all subsequent phases and supplemental agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project).

The maximum total point deduction for this section (sum of all ongoing contracts) will be 5 points. Deduction points will be calculated on the date the proposals are due. The Offeror must invoice against ongoing contracts not less than five (5) business days prior to proposal due date to allow sufficient time for posting to Deduction Point listing. No points will be deducted if the delay was caused by either the City or NMDOT. For example, if work has to stop due to delay in amending the term of the funding agreement.

**** When recording scores in Munis, it was determined that Munis won't accept a negative score, therefore the scoring methodology was adjusted to positive scores in Munis as follows:**

Maximum score is 5 points.

Contract Balance Amount per Project

	RFP Scoring	**Munis Scoring**
$ Less than - $500,000	**minus 0 point**	**add 5 points**
$500,001 - $750,000	**minus 1 point**	**add 4 points**
$750,001 - $1,000,000	**minus 2 points**	**add 3 points**
$1,000,001- over	**minus 3 points**	**add 2 points**

Using the above methodology, Offeror's scores are:

Scores:

	AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.	ME/ SMA	Molzen-Corbin	SFEC	WH Pacific	Wilson	WSP
RFP Scoring	-4	0	0	0	0	0	0	Disqualified	0	-2	0
Munis Scoring	1	5	5	5	5	5	5	Disqualified	5	3	5

Comments:

1) **AECOM** (-4) is working on 2 projects with the City with a remaining balance in the range of $750,001 - $1,000,000. Using the scoring method in the RFP, AECOM has a deduction of -4. In Munis, the score is 1 (maximum score of 5 minus 4).

2) **BHI** (0 point) currently has no project with the City with a remaining balance of over $500,000. Hence, no points were deducted.

3) **Earth & Steel** (0 point) is not working on any project with the City. Hence, no points were deducted.

4) **Huitt-Zollars** (0 point) does not have any projects with the City at the time of proposal submittal. Hence, no points were deducted.

5) **Lee Eng'g.** (0 point) does not have any projects with the City with a remaining balance of over $500,000. Hence, no points were deducted.

6) **ME/SMA** (0 point) does not have any projects with the City with a remaining balance of over $500,000. Hence, no points were deducted.

7) **Molzen Corbin** (0 point) does not have any projects with the City with a remaining balance of over $500,000. Hence, no points were deducted.

8) **WHPacific** (0 point) does not have any projects with the City with a remaining balance of over $500,000. Hence, no points were deducted.

9) **Wilson** (-2 points) has one project with the City with a remaining balance in the range of $750,001 - $1,000,000. Using the RFP scoring method, they had a 2-point deduction. In Munis, the final score is 3 (maximum score of 5 minus 2).

10) **WSP** (0 point) does not have any project with the City with a remaining balance of over $500,000. Hence, no points were deducted.

On-Call General Engineering Services for Roadway, Trail, Bridge, Drainage, Facility, Utility and Traffic Design

RFP# 24001 Evaluation Summary

Table 1. Evaluation Summary for AECOM, BHI, Earth & Steel, Huitt-Zollars and Lee Eng'g.

RFP Section IV	Evaluation Factors	Maximum Points Available	AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.
B.	**Technical Specifications**						
B.1.	General Information	5	5	4.8	4.3	5	5
B.2.	Organizational References	15	13.6	13.6	0	9.0	9.8
B.3.	Mandatory Specifications						
B.3.a.	Specialized Design and Technical Competence	25	24.4	22	20	18.3	21.3
B.3.b.	Capacity and Capability of the Offeror to Perform the Scope of Work	25	24.8	23	18.5	22	21.8
B.3.c.	Past Record of Performance	20	19	16.8	10.8	16.8	18
B.3.d.	Proximity to or Familiarity with the City of Santa Fe	5	4.8	4.8	4.5	4	4.5
B.3.e.	New Mexico Produced Work	5	5	0	5	5	5
B.3.f.	Volume of Work Currently Being Performed	0-5 Point Deduction	-4	0	0	0	0
C.	**Business Specifications**						
C.1.	Letter of Transmittal	Pass/Fail	Pass	Pass	Pass	Pass	Pass
C.2.	Campaign Contribution Disclosure Form	Pass/Fail	Pass	Pass	Pass	Pass	Pass
C.3.	Non-Collusion Affidavit Form	Pass/Fail	Pass	Pass	Pass	Pass	Pass
C.4.	Conflict of Interest	Pass/Fail	Pass	Pass	Pass	Pass	Pass

RFP Section IV	Evaluation Factors	Maximum Points Available	AECOM	BHI	Earth & Steel	Huitt-Zollars	Lee Eng'g.
	Statement for Consulting Firms						
C.5.	Confidentiality and Non-Disclosure Agreement Form	Pass/Fail	Pass	Pass	Pass	Pass	Pass
C.6.	Sub-Consultants Offeror's List	Pass/Fail	Pass	Pass	Pass	Pass	Pass
	TOTAL POINTS	**100 maximum points**	**92**	**85**	**63**	**80**	**85**

Table 2. Evaluation Summary for ME/SMA, Molzen Corbin, SFEC, WHPacific, Wilson and WSP

RFP Section IV	Evaluation Factors	Maximum Points Available	ME/SMA	Molzen Corbin	SFEC	WHPacific	Wilson	WSP
B.	**Technical Specifications**							
B.1.	General Information	5	4.8	4.8	NA	4.8	3.8	5
B.2.	Organizational References	15	13.5	14.5	NA	14.5	14	13.8
B.3.	Mandatory Specifications							
B.3.a.	Specialized Design and Technical Competence	25	20.3	24	NA	22.3	23.3	21
B.3.b.	Capacity and Capability of the Offeror to Perform the Scope of Work	25	20.3	23	NA	21.5	23.3	22.5
B.3.c.	Past Record of Performance	20	13.8	17.5	NA	17.8	16.8	17.5
B.3.d.	Proximity to or Familiarity with the City of Santa Fe	5	4.8	4.5	NA	4.8	4.8	5
B.3.e.	New Mexico Produced Work	5	0	5	NA	5	5	5
B.3.f.	Volume of	0-5 Point	0	0	NA	0	-2	0

RFP Section IV	Evaluation Factors	Maximum Points Available	ME/SMA	Molzen Corbin	SFEC	WHPacific	Wilson	WSP
	Work Currently Being Performed	Deduction						
C.	**Business Specifications**							
C.1.	Letter of Transmittal	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
C.2.	Campaign Contribution Disclosure Form	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
C.3.	Non-Collusion Affidavit Form	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
C.4.	Conflict of Interest Statement for Consulting Firms	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
C.5.	Confidentiality and Non-Disclosure Agreement Form	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
C.6.	Sub-Consultants Offeror's List	Pass/Fail	Pass	Pass	Fail	Pass	Pass	Pass
	TOTAL POINTS	**100 maximum points**	**77**	**93**	**NA**	**91**	**89**	**90**

Based on the Evaluation of the proposals submitted, as detailed above, the Evaluation Committee respectfully recommends awarding all Offerors that received a total score of 85 points and above, an on-call contract. The Offerors are: Molzen-Corbin (93), AECOM (92), WH Pacific (91), WSP (90), Wilson (89), BHI (85), and Lee Engineering (85). Awarding on-call contracts to the recommended Offerors are in the best interest and is most advantageous to the City of Santa Fe.

Evaluation Committee Members:

Michael Dalmolin — 05/23/2024

Dalmolin, Mike PE, Traffic Operations Engineer
Public Works – Complete Streets — Date

Zoe Isaacson — 05/23/2024

Isaacson, Zoë River and Watershed Manager
Public Works – Parks and Open Space — Date

Taylor Jurgens — 5/24/2024

Jurgens, Taylor PE, Engineer
Public Utilities – Water — Date

Jeanne Wolfenbarger — 05/28/2024

Wolfenbarger, Jeanne PE, Traffic Engineer
Public Works – Complete Streets — Date

Procurement Manager

Romella Glorioso-Moss — 05/31/2024

Glorioso-Moss, Romella PhD, CPM
Complete Streets Capital Projects Manager
Public Works – Complete Streets — Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: WSP USA, Inc.

Procurement Title: Professional Services Agreement

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
☑	☐	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☑	FIR
☐	☑	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☐	Other:

Romella Glorioso-Moss	Capital Projects Manager	07/10/2024
Department Rep Printed Name (attesting that all information included)	Title	Date
JoAnn D Lovato Montano JoAnn D Lovato Montano (Jul 25, 2024 15:13 MDT)	Procurement Manager	Jul 25, 2024
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

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

1.a Munis Contract: 3250009 Procurement # (RFP/ITB# If any): 24001

Contractor: WSP USA, Inc

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

Description/Title: PSA for On-Call General Engineering Services & Construction Management Services in the Total amount of $5,409,375 (inclusive of NMGRT)

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

Term Start Date: TBD Term End Date: 4 Years Total Contract Amount: $5,409,375

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

Contract / Lease:

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

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

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

Amendment is for:

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

3. Procurement History: RFP

JoAnn D Lovato Montano — Jul 25, 2024

JoAnn D Lovato Montano (Jul 25, 2024 15:13 MDT)

Purchasing Officer Review: Date:

Comment & Exceptions: RFP# 24001

4. Funding Source: Various **Org / Object:** Various

Andy Hopkins — Jul 24, 2024

Budget Officer Approval: Date:

Comment & Exceptions:

5. Grant History (if applicable): Various

Grants Administrator Approval: _____ **Date** _____

Staff Contact who Completed This Form: Amanda Archuleta Phone #: 505-955-6631

To be recorded by City Clerk: Email: ajarchuleta@santafenm.gov

Clerk #_____

Date of Execution: _____

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue, 28th Floor New York NY 10017	**CONTACT NAME:** AJG Sevice Team **PHONE (A/C, No, Ext):** 212-994-7020 **FAX (A/C, No):** 212-994-7074 **E-MAIL ADDRESS:** GGB.WSPUS.CertRequest@ajg.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** QBE Specialty Insurance Company / 11515
INSURED WSPGLOB-01 WSP USA Inc. One Penn Plaza New York, NY 10119	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1160851828 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2023	10/31/2024	Per Claim Aggregate	$2,000,000 $2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION

RFP 24001 On-Call General Engineering Services: Roadway, Trail, Bridge, Drainage, Facility, Utility, and Traffic Design

CERTIFICATE HOLDER

The City of Santa Fe; Public Works Department, Santa Fe County
PO. Box 909
Santa Fe NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: WSP USA INC.
DBA: WSP USA INC.

Business Location: 150 WASHINGTON AVE
SANTA FE, NM 87501

CRS Number: 01195458002

Owner: WSP USA INC

License Number: 230545

License Type: Business License - Renewable

Issued Date: August 03, 2023

Classification: Business Registration - Standard

Expiration Date: August 03, 2024

Fees Paid: $35.00

WSP USA INC.
2019 W GALISTEO ST UNIT M-1
SANTA FE, NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Signature: XAVIER VIGIL (Aug 19, 2024 16:50 MDT)

Email: xivigil@santafenm.gov

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	11/20/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Wtr Capital Proj, WIP Design	5050395	572960		183,874	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 183,874	$ -

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

Please see attached Memo.

The City of Santa Fe Public Works Department currently has an On-call Professional Services Agreement (Item #24-0506, Munis# 3250009) with WSP USA Inc (WSP) for On-call Professional Services Engineering services, assigned and completed on a task order basis. Public Works has agreed Public Utilities may utilize the contract for their use as long as Water Division provides adequate funding for their work. Public Utilities requests approval of this BAR to allocate funds for water-related engineering services to be completed as necessary under the existing On-call Professional Services Agreement with WSP.

{Complete section below if BAR results

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(183,874)
TOTAL:	**(183,874)**

Clinton Peterson — 11/20/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

John Dupuis (Nov 22, 2024 14:50 MST) — Nov 22, 2024
Department Director Signature - John Dupuis — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Nov 22, 2024
Budget Officer — Date

Emily K. Oster — Nov 26, 2024
Finance Director *{≤ $5,000}* — Date

Randy Randall (Nov 26, 2024 22:41 CST) — Nov 26, 2024
City Manager *{≤ $60,000}* — Date

Att 1 - Water-Eng_BAR WSP_Richards Ave

Final Audit Report 2024-11-27

Created:	2024-11-21
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA90y4dL2rbSewdyHrByWP0DuUQRxlgQJr

"Att 1 - Water-Eng_BAR WSP_Richards Ave" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-21 - 7:35:23 PM GMT- IP address: 97.182.23.177

Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature
2024-11-21 - 7:42:30 PM GMT

Document e-signed by John Dupuis (jedupuis@santafenm.gov)
Signature Date: 2024-11-22 - 9:50:24 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-11-22 - 9:50:31 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-11-22 - 10:10:11 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-11-22 - 10:11:15 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
2024-11-22 - 10:11:22 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-23 - 1:54:03 PM GMT- IP address: 172.226.137.13

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-11-25 - 6:15:10 PM GMT- IP address: 63.232.20.2

Signer JoAnn Lovato (jdlovato@santafenm.gov) entered name at signing as N/A No proc. BAR only
2024-11-25 - 11:57:43 PM GMT- IP address: 73.228.7.52

Powered by Adobe Acrobat Sign

Document e-signed by N/A No proc. BAR only (jdlovato@santafenm.gov)
Signature Date: 2024-11-25 - 11:57:45 PM GMT - Time Source: server- IP address: 73.228.7.52

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-25 - 11:57:51 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-27 - 0:54:27 AM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-11-27 - 0:57:28 AM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) and Randy Randall (rrandall@santafenm.gov) for signature. One of them to sign
2024-11-27 - 0:57:35 AM GMT

Email viewed by Randy Randall (rrandall@santafenm.gov)
2024-11-27 - 4:40:08 AM GMT- IP address: 140.248.30.0

Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2024-11-27 - 4:41:52 AM GMT - Time Source: server- IP address: 68.105.56.157

Agreement completed.
2024-11-27 - 4:41:52 AM GMT

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Acrobat Sign

CITY OF SANTA FE

Purchasing Memo

Date: January 9, 2025

To: Governing Body and Finance Committee

From: Bill Schneider, PUD, Water Resources WHS WHS

Via: Erin K. McSherry, City Attorney EM EM

Jesse Roach, Public Utilities Department Interim Director JR JR

Subject: Contract Amendment #1

Vendor Name: Stein & Brockmann

Munis Vendor Number: 3801

ITEM AND ISSUE:

The Public Utilities Department and City Attorney's Office respectfully request your review and approval of Amendment #1 to Contract Item Number 23-0415, Munis Contract Number 3204211, with Stein & Brockmann, P.A. for legal advice and representation of the City as described further below. This Amendment #2 is to increase the compensation by three-hundred twenty-four thousand five-hundred and sixty-two dollars and fifty cents ($324,562.50) for a contract total not to exceed three hundred eighty-nine thousand four hundred seventy-five dollars ($389,475.00) including gross receipts tax, and to extend the contract term by two (2) years to June 30, 2027.

CONTRACT NUMBER:

The FY23 Munis contract number is 3204211.

BACKGROUND AND SUMMARY:

The City requires additional legal services, and time to conduct the services, to address recent legal challenges related to the San Juan Chama Return Flow Pipeline project. This contract currently describes the firm's work as: (1) return flow credits on the Santa Fe and Rio Grande Rivers; (2) ground water storage and recovery; (3) on-call consultation on water rights matters, and; (4) regular consultation and communication with the City Attorney's Office about these matters. The Contractor's scope of work includes appearing jointly with the City Attorney's Office in administrative or judicial proceedings, one of which is forthcoming in approximately three (3) weeks related to this project.

Unanticipated additional work requires time beyond the current contract term and additional budget to fund the additional costs.

The original approval date is June 12, 2023, City Clerk number 23-0415.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Waster Cash Fund 505

Munis Org Name/Number: 5050382

Munis Object Name/Number: 510200

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

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was Choose an item.

Exempt pursuant to SFCC 1987, Section 11-13(B)(3) ("Legal services for advice, consultation, and representation of the city.").

This contract was signed by the City Manager June 12, 2023. The existing contract, number 3204211, expires June 30, 2025.

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

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☐ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions:_____

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

Project Ledger Number:_____

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

Comment/Exceptions: _____

ATTACHMENTS:

If Amendment:
Procurement Document:
- SWPA/Existing Contract
- Vendor's Quote
- Legal Services Contract
- Certificate of Liability Insurance (COI)
- Original Contract and Packet

CITY OF SANTA FE

Date: November 21, 2024

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

From: Bill Schneider, PUD, Water Resources

Via: John Dupuis, Public Utilities Department Director

John Dupuis (Dec 6, 2024 09:17 MST)

Subject: Contract Amendment #1

Vendor Name: Stein & Brockmann

Munis Vendor Number: 3801

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment #1 to Contract Item Number 23-0415, Munis Contract Number 3204211, with Stein & Brockmann, P.A. for legal representation as described further below. This Amendment #2 is to increase the compensation by three-hundred twenty-four thousand five-hundred and sixty-two dollars and fifty cents ($324,562.50) for a contract total not to exceed three hundred eighty-nine thousand four hundred seventy-five dollars ($389,475.00) including gross receipts tax, and to extend the contract term by two (2) years to June 30, 2027.

CONTRACT NUMBER:

The FY23 Munis contract number is 3204211.

BACKGROUND AND SUMMARY:

The Public Utilities Department Water Division requires additional legal services, and time to conduct the services, to address recent legal challenges related to the Division's work for the San Juan Chama Return Flow Pipeline project. This contract currently describes the firm's work for the Water Division as: (1) return flow credits on the Santa Fe and Rio Grande Rivers; (2) ground water storage and recovery; (3) on-call consultation on water rights matters, and; (4) regular consultation and communication with the City Attorney's Office about these matters. The Contractor's scope of work includes entering an appearance in any administrative or judicial proceeding, one of which is forthcoming in approximately three (3) weeks related to this project.
Unanticipated additional work requires time beyond the current contract term and additional budget to fund the additional costs.
The original approval date is June 12, 2023, City Clerk number 23-0415.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

This contract was signed by the City Manager June 12, 2023. The existing contract, number 3204211, expires on June 30, 2025.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Dec 9, 2024
CPO Comment/Exceptions: Amendment #1

FUNDING SOURCE:

Fund Name/Number: Water Cash Fund 505

Munis Org Name/Number: 5050382

Munis Object Name/Number: 510200

Budget Officer / Designee: Andy Hopkins **Date:** Dec 9, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ◉ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project ☐ Yes | ☐ No**
Project Ledger #: _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ◉ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: SWPA/Existing Contract

Vendor's Quote

Legal Services Contract

1. Certificate of Liability Insurance (COI)
2. Original Contract and Packet

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/29/2024

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

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

PRODUCER
LAI Professional Insurance Programs
810 Calle Mejia Suite 104
Santa Fe NM 87501

CONTACT NAME: Brenda Wooster
PHONE (A/C, No, Ext): (505) 471-0088 **FAX (A/C, No):** (505) 471-4358
E-MAIL ADDRESS: brenda.wooster@lai-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Medmarc Casualty Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Stein & Brockmann
505 Don Gaspar
Santa Fe NM 87505

COVERAGES **CERTIFICATE NUMBER:** CL2422913638 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Professiona Liability			24MCNM000002	01/09/2024	01/09/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Claims Made Policy Form, extending full prior acts coverage.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
P. O. Box 9029
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Brenda Wooster

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CITY OF SANTA FE

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Stein & Brockmann, P.A. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. Scope of Services

The Contractor agrees to represent the City in following matters:

A) Return Flow Credits on the Santa Fe and Rio Grande Rivers. Planning, drafting, and applying for one or more Return flow and/or discharge credits on the Santa Fe and Rio Grande Rivers. The application process includes, but is not limited to pre-application discussions and any administrative or adjudicative proceedings necessary to the permit process, as well as any appeals from the permitting process.

B) Ground Water Storage and Recovery. Planning, drafting, and applying for one or more groundwater storage and recovery permits on the Santa Fe and/or Rio Grande Rivers. The application process includes, but is not limited to, pre-application discussions and any administrative or adjudicative proceedings necessary to the permit process, as well as any appeals from the permitting process.

C) On-Call: Additional consultation with respect to water rights matters on an as needed basis and as requested by the City.

D) Consultation. The Contractor shall regularly consult and communicate with the City Attorney's Office regarding the status of t matter. Both the Contractor and the City Attorney's Office shall enter an appearance in any administrative or judicial proceeding.

2. Standard of Performance; Licenses.

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

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

3. Compensation.

A. The City shall pay to Contractor the following hourly rates: **$275/hour for Jay Stein or Jim Brockmann's time, $250/hour for junior associates, and $180/hour for paralegal time**. In addition, the City shall pay the Contractor for expenses incurred in the performance of services in the Agreement such as copying, telephone and computer research charges at the normal rate for such expenses charged by the Contractor to its other clients. Per diem and mileage expenses shall not exceed the amounts provided in the Per Diem and Mileage Act. Said services shall not exceed **sixty-thousand dollars ($60,000),** plus gross receipts tax, in total for the term of this Agreement.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed

statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2025 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

5. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally

reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor.

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

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

15. Merger.

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

16. Penalties for violation of law.

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

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall,

on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

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

19. Workers Compensation.

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

20. Insurance

A. The Contractor shall maintain adequate legal malpractice insurance. It is the sole responsibility of the Contractor to be in compliance with the law. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall obtain and maintain Workers' Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this Agreement. Upon request, Contractor shall provide the City with evidence of its compliance with such requirement.

21. Records and Financial Audit.

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

22. INDEMNIFICATION.

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors, including payments of all attorneys' fees and costs.

23. NEW MEXICO TORT CLAIMS ACT

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

24. Invalid Term or Condition.

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

25. Notices.

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City OF SANTA FE:
CITY ATTORNEY'S OFFICE
P.O. BOX 909
SANTA FE, NM 87504

CONTRACTOR:
STEIN & BROCKMANN, P.A.
P.O. BOX 2067
SANTA FE, NM 87504

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY OF SANTA FE:

John Blair
John Blair (Jun 12, 2023 21:14 MDT)
JOHN BLAIR, CITY MANAGER

Date: Jun 12, 2023

CONTRACTOR:
Stein & Brockmann, P.A.

Jay Stein
Jay F. Stein, President

Date: 4/17/2023

N.M. Taxation & Revenue
CRS #02-130722-009
City of Santa Fe Business
Registration #19-00070821

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 17, 2023 16:07 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jun 10, 2023 08:30 MDT)

EMILY OSTER, FINANCE DIRECTOR

5050381.510200 AH
AH

City of Santa Fe, New Mexico

memo

Date: April 10, 2023

To: John Blair, City Manager
Emily Oster, Finance Director
Travis Dutton-Leyda, Purchasing Director

From: Marcos D. Martínez, Senior Assistant City Attorney MM
Irene Romero, Administrative Manager

Via: Erin K. McSherry, City Attorney EM
John Dupuis, Public Utilities Director JD

Re: Legal Services Agreement with Stein & Brockmann, LLC

The City Attorney's Office is requesting approval of the Legal Services Agreement with Stein & Brockmann, LLC. for $60,000, term date of June 30, 2025 for the following services:

A) Return Flow Credits on the Santa Fe and Rio Grande Rivers. Assisting the City with the state and federal permitting processes for one or more return flow and/or discharge credits on the Santa Fe and Rio Grande Rivers. The application process includes, but is not limited to any administrative or adjudicative proceeding and subsequent negotiations with the NM Office of the State Engineer, and the federal agencies involved in the NEPA process necessary to the permit the project.

B) Ground Water Storage and Recovery. Planning, drafting, and applying for one or more groundwater storage and recovery permits on the Santa Fe and/or Rio Grande Rivers. The application process includes, but is not limited to, pre-application discussions and any administrative or adjudicative proceeding necessary to the permit process.

C) Forty (40) and One-Hundred (100) Year Plans. Assist the City in drafting a water development plan for both internal planning use and possible submission to the New Mexico Office of the State Engineer.

D) Consultation. The Contractor shall regularly consult and communicate with the City Attorney's Office regarding the status of the matter. Both the Contractor and the City Attorney's Office shall enter an appearance in any administrative or judicial proceeding.

RECOMMEND ACTION:

The City Attorney's Office recommends approval of the Legal Services Agreement with Stein and Brockmann for $60,000, plus GRT, term date of June 30, 2025.

Business Unit 5050381 Line Item 510200

City of Santa Fe, New Mexico

memo

Date: March 21, 2023

To: Travis Dutton-Leyda, Chief Procurement Officer

From: Irene Romero, Administrative Manager IR

Subject: Exemption Determination Request 11-13 B 3

City Attorney's Office respectfully request exempt determination to be approved by the City's CPO. The Agreement is between the Stein Law Firm and the City of Santa Fe. The Stein Law Firm represents the City in the following matters: Return flow credits SF and Rio Grande Rivers; Ground Water Storage and recovery; consultation

City of Santa Fe follows the New Mexico State Procurement code.

(3) Legal services for advice, consultation, and representation of the City.

Amount: $60,000 plus grt $4987.50
Term: June 30, 2025

Approved Exemption

Travis Dutton-Leyda

Chief Procurement Officer

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Stein & Brockman
Procurement Title: Legal Services Agr.

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☒ *Request For Proposal* (RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting City Attorney's Office Staff Name Marcos Martinez /Irene Romero

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
■	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☒	☐	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☒	All documentation presented to Committees
☐	☒	Other: _____

Irene Romero	Administrative Manager	3/21/23
Department Rep Printed Name (attesting that all information included)	Title	Date
Travis Dutton-Leyda	Chief Procurement Officer	May 19, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3204027**

Contractor: **Stein & Brockman, LLC**

Description: **Contractor shall represent the City in following matter: Return Flow Credits on the SF and Rio Grande Rivers, Ground Water Storage and Recovery and consultation.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/1/23** Term End Date: **6/30/25**

☐ Approved by Council Date: _____

Contract / Lease: **Legal Services Agreement: $60,000**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Travis Dutton-Leyda — May 19, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: Exempt CoSF Procurement Manual VI. 20

4. **Funding Source:** _____ **Org / Object:** **5050381.510200**

Andy Hopkins — May 19, 2023

Andy Hopkins (May 19, 2023 11:53 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: _____ Phone # _____

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: STEIN & BROCKMAN P.A.
DBA: STEIN & BROCKMAN P.A.

Business Location: 505 DON GASPAR AVE
SANTA FE , NM 87505

CRS Number: 0213072209

Owner: STEIN & BROCKMANN P.A.

License Number: 226583

License Type: Business License - Renewable

Issued Date: January 23, 2023

Classification: Business Registration - Standard

Expiration Date: January 23, 2024

Fees Paid: $35.00

STEIN & BROCKMAN P.A.
PO BOX 2067
SANTA FE, NM 87504

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/23/2023

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

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

PRODUCER LAI Professional Insurance Programs 810 Calle Mejia Suite 104 Santa Fe NM 87501	**CONTACT NAME:** Brenda Wooster **PHONE (A/C, No, Ext):** (505) 471-0088 **FAX (A/C, No):** (505) 471-4358 **E-MAIL ADDRESS:** brenda.wooster@lai-insurance.com
INSURED Stein & Brockmann 505 Don Gaspar P. O. Box 2067 Santa Fe NM 87504	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Medmarc Casualty Insurance Company **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2322312165 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			23MCNM000004	01/09/2023	01/09/2024	Per Claim	2,000,000
							Aggregagte	2,000,000

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

CERTIFICATE HOLDER

Stein & Brockmann
505 Don Gaspar Avenue
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brenda L Wooster

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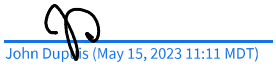
Signature: 

Email: ekmcsherry@santafenm.gov

Signature: 
John Dupuis (May 15, 2023 11:11 MDT)

Email: jedupuis@santafenm.gov

Signature: Marcos Martinez
Marcos Martinez (May 15, 2023 11:11 MDT)

Email: mdmartinez@santafenm.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/22/2023

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

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

PRODUCER LAI Professional Insurance Programs 810 Calle Mejia Suite 104 Santa Fe NM 87501	**CONTACT NAME:** Brenda Wooster **PHONE (A/C, No, Ext):** (505) 471-0088 **FAX (A/C, No):** (505) 471-4358 **E-MAIL ADDRESS:** brenda.wooster@lai-insurance.com
INSURED Stein & Brockmann 505 Don Gaspar P. O. Box 2067 Santa Fe NM 87504	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Medmarc Casualty Insurance Company **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2332212317 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			23MCNM000004	01/09/2023	01/09/2024	Per Claim	2,000,000
							Aggregagte	2,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
P. O. Box 909
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brenda L Wooster

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CM CAO Stein Brockman

Final Audit Report 2023-05-19

Created:	2023-05-19
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQGI3cVed5rmAgk4mdDWkL9U4AI-MKaeI

"CM CAO Stein Brockman" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2023-05-19 - 2:33:54 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2023-05-19 - 2:36:23 PM GMT

Restricted visibility Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2023-05-19 - 5:52:41 PM GMT- IP address: 104.47.65.254

Restricted visibility Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2023-05-19 - 5:53:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2023-05-19 - 5:53:04 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2023-05-19 - 6:12:12 PM GMT- IP address: 104.47.65.254

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2023-05-19 - 8:31:27 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-05-19 - 8:31:27 PM GMT

Item#_____
Munis Contract# 3204211
Original Contract Item# 23-0415
SWPA/GSA/Coop/RFP/ITB #: Exempt

CITY OF SANTA FE
AMENDMENT No. 1 TO
LEGAL SERVICES AGREEMENT
ITEM# 23-0415

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE LEGAL SERVICES AGREEMENT, dated June 12, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Stein & Brockmann, P.A. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to represent the City in the following matters: (1) return flow credits on the Santa Fe and Rio Grande Rivers (2) ground water storage and recovery (3) on-call water rights matters, and (4) regular consultation and communication with the City Attorney's Office about these matters.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

The last sentence of Article 3, paragraph A, of the Contract is amended to increase the amount of compensation by a total of $324,562.50 including New Mexico gross receipts tax so that the last sentence of Article 3, paragraph A, reads in its entirety as follows:

Said services shall not exceed three hundred eighty-nine thousand four hundred seventy-five dollars ($389,475.00) including gross receipts tax, in total for the term of this agreement.

2. TERM:

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2027 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations).

3. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Stein & Brockmann, P.A.

Jay Stein
Jay Stein (Nov 20, 2024 14:56 MST)
_____
JAY F. STEIN, PRESIDENT

DATE: Nov 20, 2024

CRS #02-130722-009

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 20, 2024 14:57 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

Stein & Brockmann Memo-COI-Original Contract Pkt for Amendment 2 (1)

Interim Agreement Report 2024-12-11

Created:	2024-12-04
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAxt_8H-zMwUbc8QU55YSMC-rwkfC3XQ6R

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"Stein & Brockmann Memo-COI-Original Contract Pkt for Amendment 2 (1)" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-12-04 - 3:52:40 PM GMT- IP address: 97.182.93.53

Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature
2024-12-04 - 3:55:28 PM GMT

Document e-signed by John Dupuis (jedupuis@santafenm.gov)
Signature Date: 2024-12-06 - 4:17:39 PM GMT - Time Source: server- IP address: 174.240.17.201

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-12-06 - 4:17:43 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-12-09 - 4:41:36 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-12-09 - 4:42:35 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
2024-12-09 - 4:42:39 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-12-09 - 4:48:39 PM GMT- IP address: 73.228.7.52

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)

Signature Date: 2024-12-09 - 4:52:10 PM GMT - Time Source: server- IP address: 73.228.7.52

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2024-12-09 - 4:52:13 PM GMT

Powered by
Adobe
Acrobat Sign

Signature: whschneider
whschneider (Jan 9, 2025 15:01 MST)

Email: whschneider@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: ekmcsherry@santafenm.gov

Stein & Brockmann Pkt for Committees_Signed Memos #1 and #2

Final Audit Report 2025-01-09

Created:	2025-01-09
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa90_2sBk4dOxb-7IhJplQCUSN-D7si9p

"Stein & Brockmann Pkt for Committees_Signed Memos #1 and #2" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2025-01-09 - 9:58:38 PM GMT- IP address: 63.232.20.2

Document emailed to whschneider@santafenm.gov for signature
2025-01-09 - 9:59:48 PM GMT

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2025-01-09 - 9:59:48 PM GMT

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2025-01-09 - 9:59:48 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2025-01-09 - 10:00:39 PM GMT- IP address: 63.232.20.2

Email viewed by whschneider@santafenm.gov
2025-01-09 - 10:00:49 PM GMT- IP address: 104.47.64.254

Signer whschneider@santafenm.gov entered name at signing as whschneider
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Document e-signed by whschneider (whschneider@santafenm.gov)
Signature Date: 2025-01-09 - 10:01:35 PM GMT - Time Source: server- IP address: 63.232.20.2

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2025-01-09 - 10:05:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by Jesse Roach (jdroach@santafenm.gov)
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Document e-signed by Jesse Roach (jdroach@santafenm.gov)

Signature Date: 2025-01-09 - 10:15:50 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-01-09 - 10:15:50 PM GMT

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CITY OF SANTA FE

Date: **December 10, 2024**

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

Via: **James Harris, Airport Director**
James Garduno, Project Manager JAMES GARDUNO

From: **Sebastian Gallegos, Airport Project Administrator**

Subject: **Terminal Ramp Reconstruction**

Vendor Name: **Vital Consulting Group, LLC.**

Vendor Number: **5092**

ITEM AND ISSUE:
Request for the approval of Construction Contract in the total amount of $7,182,098.05 including NMGRT to complete a 2 phased demolition and reconstruction of the Terminal Ramp at the Santa Fe Regional Airport.; Sebastian Gallegos, Project Administrator, sfgallegos@santafenm.gov, 505-695-3538, James Harris, Airport Manager, jcharris@santafenm.gov, 505-955-2901

Action Requested: Approval of this construction contract for the Santa Fe Regional Airport.

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport has annual inspections by the Federal Aviation Administration (FAA). The terminal ramp was found by the FAA to have deficiencies with the structure and drainage.
This project will consist of:

- Reconstruction of the aircraft parking ramp adjacent to the existing Terminal Building.
- Addition of 1 new parking ramp.
- Reconstruction of this Terminal Ramp's storm drain system.
- Repainting the pavement markings of the Terminal Ramp.
- Removing and resetting airport security fencing adjacent to the ramp reconstruction location.

Molzen Corbin is the airport's A&E, they have provided the plans that meet all FAA regulations.

The airport posted ITB #25012 for the reconstruction of the ramp, Vital Consulting Group (VCG) was selected as the awarded vendor. This Contract will allow Vital Consulting Group to supply a site survey, drawings, rigging, and as built drawings, alongside general contracting and subcontracting for demolition and reconstruction, and ensuring that timelines and milestones are met accordingly. This project will not cause any closures of the airport.

PROCUREMENT METHOD:
This work is being procured via ITB using FAA grant funding, the remainder amount will be procured via an NMDOT Grant

Chief Procurement Officer Approval: _____ **Date:** Dec 11, 2024
Comment/Exceptions: NMSA 1978, Section 13-1-104

Supporting Information:

CONTRACT NUMBER: 3250179
The FY24 Munis contract number is 3250179

The funding source is:
Fund Name/Number: 545AIRPORT
Munis Org Name/Number: 5450407 / AIRPORT CIP
Munis Object Name/Number: 572970 / WIP CONSTRUCTION

If the project is grant funded? List grant award number*:* *3-35-0037-065-2024*

Grant Manager / Accounting Officer Approval: Erika Lujan
Erika Lujan (Dec 11, 2024 12:39 MST) **Date:** Dec 11, 2024
Comment/Exceptions: _____

Project Ledger #: AIR2554506

Budget Officer Approval: Andy Hopkins **Date:** Dec 11, 2024
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☐Yes | ☒ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No
If yes -> ☐Repair | ☒ Replacement

Please explain: _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☒ Yes | ☐ No

Project Ledger #: AIR2554506

Anticipated length of project: 1 year

Asset Manager Approval: _____ **Date:** _____
Comment/Exceptions: _____

Department Approvals:
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date**: _____
Approval: _____ **Title:** _____ **Date**: _____
Comment & Exceptions: _____

Department Contract Administrator Contact Info:

ATTACHMENTS:
Vendor's Quote
Certificate of Liability Insurance
Construction Contract
CPO Determination

Item #: _____
Munis Contract #: 3250179_____
ITB #: 25012_____

CITY OF SANTA FE

CONSTRUCTION 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 **Vital Consulting Group, LLC**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for Terminal Ramp Reconstruction. (Bid Number 25012), including but not limited to reconstruction of the aircraft parking ramp adjacent to the existing Terminal Building, reconstruction of this Terminal Ramp's storm drain system, repainting the pavement markings of the Terminal Ramp, and removing and resetting airport security fencing adjacent to the ramp reconstruction location as described in the Contract Documents.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: Terminal Ramp Reconstruction.

C. City Department: Santa Fe Regional Airport

D. Distribution:

City: James Harris - Airport Manager, Santa Fe Regional Airport
121 Aviation Drive
Santa Fe, NM 87507

Contractor: Vincent Martinez, Vital Consulting Group
315 5th St NW
Albuquerque, NM 87102

Engineer: Kent Freier - Molzen Corbin
2701 Miles Rd SE
Albuquerque, NM 87106

2. Compensation

A. The total amount payable to the Contractor under this Contract including gross receipts tax and expenses, shall not exceed seven million one hundred eighty-two thousand ninety-eight dollars and five cents ($7,182,098.05). The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Option B	$ 6,638,565.50
Gross Receipts Tax (8.1875%)	$ 543,532.55
Total Base Option B (w/NMGRT)	$ 7,182,098.05

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed seven million one hundred eighty-two thousand ninety-eight dollars and five cents ($7,182,098.05) including NM Gross Receipts Tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seven million one hundred eighty-two thousand ninety-eight dollars and five cents ($7,182,098.05) in (FY24) through (FY28). The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling seven million, one hundred and forty-five thousand, eight hundred and seventeen dollars and thirty-seven cents ($7,182,098.05) shall be paid by the City to the Contractor.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts**. This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

4. Termination

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

B. Notice; City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5,

"Appropriations," of this Contract.

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

5. Appropriations

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

6. Status of Contractor

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

7. Construction Contract Performance and Payment Bond

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

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

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

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

C. Contractor’s representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this 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 12 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 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City

and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

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

15. Change Orders

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

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

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

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

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

16. Merger

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

All terms and conditions of **ITB** # 25012 and the Contractor's response to such document are incorporated herein by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Other Insurance

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

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

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

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

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

22. Records and Financial Audit

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

23. Indemnification

The Contractor shall 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. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

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

modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition

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

26. Enforcement of Contract

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

27. Notices

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

To the City: James Garduño – Project Manager, Santa Fe Regional Airport, 121 Aviation Dr. Santa Fe, NM 87507, jdgarduno@santafenm.gov

To the Contractor: Vincent Martinez – President/Managing Member, Vital Consulting Group, LLC., 315 5th St NW, Albuquerque, NM 87102, Vincent.martinez@vitalgrp.net

28. Authority

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

29. Progress Payments

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

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

30. Liquidated Damages

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar

day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

31. Final Payment

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

32. Schedule

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

33. General and Special Provisions

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

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

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

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

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

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

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

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

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

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

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

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

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

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR: VITAL CONSULTING GROUP, LLC.

VINCENT MARTINEZ,
PRESIDENT/MANAGING MEMBER

DATE: Nov 12, 2024

CRS#: 03-206732-00-1

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Nov 12, 2024 16:51 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Deductive Alternate A2 - 8" PCCP Terminal Ramp, 9" PCCP FBO Ramps - Replace Item #12 of Base Option A with the Following Two Items						
1	P-501	Portland Cement Concrete Pavement, 8" Thickness, Complete	SY	9,510	$124.50	$ 1,183,995.00
2	P-501	Portland Cement Concrete Pavement, 9" Thickness, Complete	SY	11,030	$126.00	$ 1,389,780.00
					Subtotal Deductive Alternate A2:	$ 2,573,775.00
					Subtotal Base Option A, with Item #12 of Base Option A replaced by Subtotal Deductive Alternate A2 (w/o NMGRT):	$ 7,450,091.50
					NMGRT @ 8.1875%:	$ 609,976.24
					Total Base Option A, with Item #12 of Base Bid Replaced by Deductive Alternate A2 w/ NMGRT:	**$** 8,060,067.74

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Base Option B - PCCP Terminal Apron with Concrete-Treated Base Course						
1	C-105	Mobilization, Complete	LS	1	$575,000.00	$ 575,000.00
2	CSPP	Airport Safety and Security, Complete	LS	1	$237,000.00	$ 237,000.00
3	P-101	Sawcut existing pavement, Complete	LF	2,610	$5.25	$ 13,702.50
4	P-152	Unclassified Excavation, Complete	CY	2,700	$17.00	$ 45,900.00
5	P-152	Unclassified Excavation, Removal and Replacement of Unsuitable Material, Complete in Place	CY	10,000	$42.00	$ 420,000.00
6	C-102	Temporary Pollution/Erosion Control	LS	1	$77,875.00	$ 77,875.00
7	P-101	Bituminous Pavement Removal, 4" to 6" Depth, Stockpiling On-Airport, Complete	SY	10,730	$9.00	$ 96,570.00
8	P-101	Removal and Disposal of Existing PCCP, Complete	SY	11,130	$30.00	$ 333,900.00
9	P-152	Subgrade Preparation	SY	21,900	$5.50	$ 120,450.00
10	P-209	Crushed Aggregate Base Course, CIP	CY	3,900	$120.00	$ 468,000.00
11	P-304	Concrete-Treated Base Course, 5", Complete in Place with Bond-Breaking Materials incidental to this item	SY	20,530	$47.00	$ 964,910.00
12	P-501	Portland Cement Concrete Pavement, 10" Thickness, Complete	SY	20,530	$127.00	$ 2,607,310.00
13	P-401	Bituminous Surface Course, 5", Complete in Place, DOT Mix Design in locations adjacent to existing structures	TON	317	$240.00	$ 76,080.00
14	P-602	Bituminous Prime Coat	GAL	400	$8.00	$ 3,200.00
15	P-603	Bituminous Tack Coat	GAL	100	$8.00	$ 800.00
16	P-620	Airfield Marking, Complete in Place	SF	4,200	$2.80	$ 11,760.00

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
17	P-101, D-701	Remove Existing Drop Inlet and Grate, Install New Drop Inlet with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	3	$ 28,750.00	$ 86,250.00
18	D-701	New Drop Inlet, with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	1	$ 26,750.00	$ 26,750.00
19	D-701	24" Storm Drain Pipe, Complete in Place	LF	790	$ 170.00	$ 134,300.00
20	F-162	Remove Automatic Security Fence Gate Pedestal Keypad and Associated Bollards, and Reinstall Keypad at the same location, CIP, including all electrical connections to make Gate systems whole.	LS	1	$ 37,275.00	$ 37,275.00
21		Remove and Salvage Exiting Concrete Parking Bumper and Reinstall at the same location after paving operations are complete, CIP.	EA	1	$ 100.00	$ 100.00
22		Install Protection Bollards, CIP.	EA	3	$ 600.00	$ 1,800.00
23	GP's	Construction Staking, Complete	LS	1	$ 109,500.00	$ 109,500.00
24	C-105	Contractor Quality Control Testing, Complete	LS	1	$ 155,500.00	$ 155,500.00
25	P-101, D-701	Remove Existing Storm Drain all sizes including necessary trenching and additional excavation, Complete.	LF	812	$ 39.00	$ 31,668.00
26	P-101, D-701	Remove Existing Storm Drain Manhole, Complete	EA	1	$ 2,350.00	$ 2,350.00
27		Remove and Dispose of Existing Electrical Junction Box. Install new Electrical Junction Box at the same location, adjusted to new pavement grade, CIP.	EA	1	$ 615.00	$ 615.00
					Subtotal Base Option B:	$ 6,638,565.50
NMGRT @ 8.1875%:						$ 543,532.55
					Total Base Option B w/NMGRT:	**$ 7,182,098.05**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2024

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	**CONTACT NAME:** Brad Revier **PHONE (A/C, No, Ext):** 612-322-6045 **FAX (A/C, No):** 612-349-2490 **E-MAIL ADDRESS:** brevier@holmesmurphy.com
INSURED VITCONPC1 Vital Consulting Group, LLC PO Box 94778 Albuquerque NM 87199	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Fire Insurance Co of Hartford — 20478 **INSURER B :** The Continental Insurance Company — 35289 **INSURER C :** Valley Forge Insurance Company — 20508 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 900094495 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contr Liab Per X Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			7034048000	6/12/2024	6/12/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			7034047994	6/12/2024	6/12/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			7034047980	6/12/2024	6/12/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7034048014	6/12/2024	6/12/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

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

City Department: Santa Fe Regional Airport - Project: Terminal Ramp Reconstruction.

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: Certificate Holder, Molzen Corbin & Associates, Project Owner and Others as required by written contract, per policy terms and conditions.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract, per policy terms and conditions.
See Attached...

CERTIFICATE HOLDER

James Harris - Airport Manager, Santa Fe Regional Airport
121 Aviation Drive
Santa Fe NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: VITCONPC1

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Holmes Murphy & Associates	Vital Consulting Group, LLC PO Box 94778 Albuquerque NM 87199
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

General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability includes an endorsement providing 30 days' notice of cancellation will be furnished to the certificate holder.

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GALLEGOS, SEBASTIAN F.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Tuesday, July 16, 2024 12:41 PM
To: GALLEGOS, SEBASTIAN F.
Cc: GARDUNO, JAMES D.; Purchasing DET
Subject: RE: Determination request

Hi, this is construction.

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

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

From: GALLEGOS, SEBASTIAN F. <sfgallegos@santafenm.gov>
Sent: Monday, July 15, 2024 3:50 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: GARDUNO, JAMES D. <jdgarduno@santafenm.gov>
Subject: Determination request

Good afternoon Travis,

I would like to request a determination for the new construction of the Santa Fe Regional Airport's New Lighting Vault Project, this Vault will house all the necessary equipment to supply power to ensure and maintain proper lighting on the airfield. Attached are all the documentation MolzenCorbin provided for us, and below is the Scope of Work:

The City of Santa Fe wishes to establish a price agreement contract for the Santa Fe Municipal Airport New Airport Electrical Vault. This procurement will be based on unit price basis. The Scope of Bids further defined in the unit price Bid schedule and the Construction Drawings. The Contractor shall be

responsible for adherence to the Contract Documents Specifications, and approved directives and Change Orders.

- The Contractor Shall be responsible for the construction of the new Electrical lighting vault.
- The Contractor shall be responsible for State CID requirements and permit.
- The Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions submitting a Bid.
- The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Thank you,
Sebastian Gallegos
Project Administrator
Santa Fe Regional Airport
121 Aviation Dr. Santa Fe, NM 87507
sfgallegos@santafenm.gov
Cell 505-695-3538
Office

SANTA FE
REGIONAL AIRPORT

City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505
www.santafenm.gov/water

Jesse Roach PE PhD, Director

Bradley Prada, BDD Facility Manager
John Del Mar PE, Engineering Manager
Jonathan Montoya, Source of Supply Manager
Mike Moya, Transmission and Distribution Manager
Bill Schneider PG, Water Resources and Conservation Manager

MEMO

Date: **December 23, 2024**

To: **Public Works and Public Utilities Committee**
Finance Committee
Governing Body

Via: John Dupuis, Public Utilities Department Director John Dupuis (Dec 24, 2024 14:16 MST)

From: Jesse Roach, Water Division Director

ITEM:

Updated Wheeling Rate Agreement Between the City of Santa Fe (City) and Santa Fe County (County)

BACKGROUND

Paragraph 14(B) of the 2016 Amended and Restated Water Resources Agreement (WRA) between the City and the County authorizes the City to impose a charge on County water "wheeled" through the City's water transmission and distribution network to reach the County Utility system. The intent of a Wheeling Rate Agreement is administration of a fair cost from the County to the City for this service.

In April of 2022 the City and County agreed to an interim Wheeling Rate Agreement and the City began to bill the County $1.40 per 1000 gallons of water wheeled effective July 2021. On March 13th 2024, the City's Governing body approved a City and County staff recommended final Wheeling Rate Agreement with an initial wheeling rate of $2.04 per 1000 gallons wheeled. The County governing body did not end up approving the March agreement, and in December of 2024 passed an updated agreement with the following substantive changes from the agreement approved by the City:

1. A definition of "Wheeled Water" to clarify when wheeling charges can and cannot be charged.
2. Rather than an agreement that can be cancelled by either party with notice, the proposed agreement will now remain in effect so long as the WRA is in effect.

The proposed agreement including Appendices defining points of delivery, methodology for calculation of the wheeling rate, and a list of historical rates with effective date is included as attachments to this Memo. Also included is a "red-line" version of the agreement showing changes from the agreement previously approved by the City.

REQUEST

Review and approval of the final Wheeling Rate Agreement Between the City and County.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Agreement between CoSF & SFCO- Wheel Water

Procurement/contract Title: Shared Agreement

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☒ Cooperative ☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

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

Requesting Department: PUD/Water Div Staff Name: Jesse Roach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☐	☒	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP - Confidential info to be provided to GB by CPD Buyer**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other: _____**	☐	☒	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)**			
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☐	☒	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Department Point of Contact	Title	Date
John DuQuis (Jan 4, 2024 14:39 MST)		
Department Director		Date
Chief Procurement Officer		Date
ITT Representative	Title	Date

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

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

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

Contractor: Agreement between CoSF & SFCO- Water Transmission & Distribution System

Procurement Method/Vehicle: *Small Purchase* ☐ *RFP* ☐ *ITB* ☐ *Sole Source* ☐ *GSA* ☑ *Cooperative* ☐ *Exempt* ☐ *SWPA/Existing* ☐

Description/Title: Shared Agreement between CoSF & SFCO

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

Term Start Date: Upon Approval Term End Date: N/A Total Contract Amount: N/A

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

Contract / Lease:

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

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

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

Amendment is for:

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

3. Procurement History:_____

John Phillips (Jan 4, 2024 14:39 MST)

Purchasing Officer Review: Date:

Comment & Exceptions:_____

4. Funding Source: N/A **Org / Object:** N/A

John Phillips (Jan 4, 2024 14:39 MST)

Budget Officer Approval: Date:

Comment & Exceptions:_____

5. Grant History (if applicable): _____

Grants Administrator Approval: John Phillips (Jan 4, 2024 14:39 MST) **Date** _____

Staff Contact who Completed This Form: Jessica Chavez Phone #: 819-8411

To be recorded by City Clerk:

Clerk #_____

Email: _____

Date of Execution: _____

John Phillips (Jan 4, 2024 14:39 MST)

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

AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY TO WHEEL WATER TO SANTA FE COUNTY THROUGH THE CITY OF SANTA FE WATER TRANSMISSION AND DISTRIBUTION SYSTEM

This Agreement is entered into as of the date of the last signature below ("Effective Date"), by and between the City of Santa Fe ("City") and Santa Fe County ("County"), relating to the conveyance and delivery of County water through the City's water transmission and distribution system, also referred to as wheeling.

RECITALS

WHEREAS, the City and County may contract for services and enter into agreements with one another; and

WHEREAS, the City and County operate water utilities whose transmission and distribution systems are connected to each other and to Buckman Direct Diversion ("BDD") transmission lines at certain points; and

WHEREAS, the County water utility serves areas which cannot be reached by County water sources without use of the City water transmission and distribution system; and

WHEREAS, when County water sources are unavailable or insufficient to meet County demand, BDD Shared Pool water or Water Resources Agreement water from City sources can be moved through the City's water transmission and distribution system for delivery to the County; and

WHEREAS, in the December 2016 "Amended Restated Water Resources Agreement between the City of Santa Fe and Santa Fe County" ("WRA") the County agreed to begin paying the City wheeling rate beginning in 2021;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, set forth and for other good and valuable consideration, the parties agree to the Agreement memorialized below.

AGREEMENT

1. **Wheeling**. County water may be wheeled through the City's transmission and distribution system for delivery to the County service area at specific connection points, defined by master meters.

1.1. **Delivery Points**. The locations and characteristics of master meters defining City to County connection points, hereafter referred to as points of interconnection, are defined in Exhibit "A" (Points of Interconnection), attached hereto and incorporated herein by this reference. Exhibit "A" will be updated with any changes to these delivery points and any additional delivery points and can be updated at any time by mutual written agreement of both the City's Public Utilities Department Director and the Director of Santa Fe County

Utilities. Such agreement will not be unreasonably withheld if provisions of this agreement and Exhibit "A" have been followed.

2. **Wheeling Charge**. The County will pay the City a wheeling charge for water delivered by the City to the County through the Points of Interconnection defined in Exhibit "A" ("Wheeled Water"). Wheeled Water does not include, and the County will not pay a wheeling charge for: (1) water delivered under Section 3 of the WRA; (2) water delivered to or used by the City after a defined Point of Interconnection (SW Business Park); or (3) water delivered to the County through BDD transmission lines as identified in Exhibit A, section 3, except when BDD Shared Pool water is delivered to these points as a result of a Non-discretionary shutdown at BDD.

3.1 The wheeling charge will be calculated using the City's cost-of-service (COS) methodology documented in the Technical Memorandum: Analysis of Water Wheeling Rates for Santa Fe County, attached hereto and incorporated herein by this reference as Exhibit "B". The COS methodology and Exhibit "B" will be updated at any time by mutual written agreement of both the City's Public Utilities Department Director and the Director of Santa Fe County Utilities. If the COS methodology and Exhibit "B" have not been updated within the prior five (5) years, the City will update upon request of either the City's Public Utilities Department Director or the Director of Santa Fe County Utilities

3.2 The effective date and current volumetric wheeling charges in $ per 1000 gallons are listed in Exhibit "C" (City of Santa Fe Wheeling Charge). Exhibit "C" also includes previous wheeling charges and effective dates. The wheeling charge and Exhibit "C" can be updated by the City using the agreed-upon methodology upon the completion of a new or updated Cost of Service Study for the City Water Utility with an effective date no sooner than 30 days after a new Exhibit C has been signed by the City. The County may offer input in the development of each Cost of Service Study, and such input will be reasonably considered by the City.

3.3 The City will be responsible for reading the master meters at the Points of Interconnection and determining associated billing to the County for wheeled water.

3.3.1 The City reserves the right, at its own discretion, and with advance notice to the County to not charge wheeling fees for water delivered through specific Points of Interconnection. This provision will allow the City to incentivize water flow through Points of Interconnection should such flow be advantageous for water quality or other operational purposes.

3.4 The City will send all invoices to Santa Fe County Water Utility, and the County will pay invoices within thirty (30) days of receipt. The rate of $2.04 per 1,000 gallons shown in Exhibit C shall be applied retroactively to County water wheeled through the City system beginning July 1, 2021, resulting in the County paying an additional amount equal to the difference between $1.40 and $2.04 per 1,000 gallons.

3. **Terms of Delivery**. The City will deliver to the County water meeting or exceeding applicable water quality standards.

4.1 The County is responsible for maintaining water quality after the point of delivery.

4.2 In an emergency or force majeure event, the City will have the ability to shut off all deliveries at the affected Point(s) of Interconnection to the County for the duration of the emergency. In the case of an emergency, the City will notify County certified water operators as soon as possible and reasonably cooperate in providing additional supply at alternate locations, if needed. The City shall have full discretion to determine whether such an emergency condition exists within the City transmission and distribution system.

4.3 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) state or federal government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and, (i) other events beyond the reasonable control of the Impacted Party.

4. **Term & Termination**. This Agreement shall commence on the date of the final signature below and remain in effect so long as the WRA is in effect.

5. **Additional Documents**. The parties agree to execute such further documents as may be necessary to carry out the terms and intent of this Agreement.

6. **Dispute Resolution**. The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, Section 44-7B-1 through 44-7B-6, prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 90 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies.

7. **Entire Agreement**. This Agreement and the Exhibits hereto contain the entire agreement between the parties, and the terms of this Agreement are contractual, not merely a recital.

8. **Counterparts and Recordation**. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. This Agreement shall be recorded with the County Clerk and the City Clerk after the Agreement has been approved and executed by the Parties.

9. **Successors and Assigns.** This Agreement and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of all of the parties hereto.

10. **Notices.** All notices shall be in writing and together with other mailings pertaining to this Agreement shall be made to:

FOR THE COUNTY:

Utilities Division Director Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276 Phone: (505) 992-9870
Fax: (505) 992-3028

With a copy to:

County Manager Santa Fe County PO Box 276
Santa Fe, N.M. 87504-0276 Phone: (505) 986-6200
Fax: (505) 986-2740

County Attorney Santa Fe County
PO Box 276 Santa Fe, NM 87504-0276 Phone: (505) 986-6279
Fax: (505) 986-6362

FOR CITY OF SANTA FE:

Public Utilities Director
City of Santa Fe
801 West San Mateo
City of Santa Fe, NM 87504

With Copy to:

City Attorney
200 Lincoln Ave
Santa Fe, NM 87501

or as otherwise specified from time to time by each party.

11. **Choice of Law**. The Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

12. **Limitation of Liability**. Neither the City nor the County waive any limitation of liability that may apply under state law, including but not necessarily limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30 and the Anti-Debt and Anti-Donation Clauses of the New Mexico Constitution, N.M. Const. Article IX, Sections 10 and 14, and NMSA 1978, secs. 37-1-23 and 37-1-24.

13. **Appropriations**. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City's Governing Body or the Board of County Commissioners for the performance of this Agreement. The City's or County's decision as to whether sufficient appropriations are available shall be accepted by the other party.

14. **Effective Date.** This Agreement shall become effective when the Agreement has been executed by all of the parties and their respective legal counsel and has been recorded at the office of the City and County Clerks and in accordance with paragraph 2.1 subject to Section 2 of this agreement entitled "Term."

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands the day and year first written above.

CITY OF SANTA FE

Alan Webber, Mayor — Date

ATTEST:

Andrea Salazar, City Clerk — Date

APPROVED:

Emily K. Oster — Dec 31, 2024

Emily Oster, City Finance Director — Date

APPROVED AS TO FORM:

Marcos Martinez — Dec 30, 2024

Marcos Martinez, Senior Assistant City Attorney — Date

SANTA FE COUNTY

Hank Hughes, Chair
Board of County Commissioners

Date

ATTEST:

Katharine E. Clark, County Clerk

Date

APPROVED AS TO FORM:

Cristella Valez for
Jeff Young, County Attorney

11.26.24
Date

Exhibit A to Wheeling Agreement - WRA Points of Delivery and Other Points of System Interconnection Between City and BDD and County

Last updated: **June 14, 2024**

Approved by

City's Public Utilities Department Director

John Dupuis

Name Signature Date

Director of Santa Fe County Utilities

Brian Snyder

Name Signature Date

Name	Physical System Making Connection to County Independent Water System	System Served	Location	Area Served	Actual Meter Size(s)	Lat	Long	City of SF Meter ID Numbers	Notes
1. Non-Section 3 WRA water delivered to the County through these meters is subject to the applicable wheeling charge.									
West Sector	City	County	Buckman 10 MG Tank	La Tierra, Las Campanas Estates I & II, Aldea, Tessera	8"	35.717051	-105.96164	201808, 201812	
Booster Station 4	City	County	Booster Station 4	La Tierra, Las Campanas Estates I & II, Aldea, Tessera		35.696813	-106.01413		Proposed point of delivery
Campo Conejo	City	County	Rabbit Road and Camino Mariquita	Campo Conejo Subdivision	8" and 6"	35.638349	-105.94541		Should be online in 2023
Richards Ave WEST	City	County	Richards Ave and I-25	Rancho Viejo, La Pradera	10" and 2"	35.6187	-106.00064	99451481, 99451482	
Agua Fria	City	County	Agua Fria and Henry Lynch by Nye School	Agua Fria area west of Henry Lynch including supplemental supply to Agua Fria Community Water Users Assoc.	6" and 1-1/2"	35.660617	-106.00316	99450201, 99450202	
Hyde Park Estates	City	County	Hyde Park and La Entranda	Hyde Park Estates	2"	35.715244	-105.88962	136804	
Richards Ave EAST	City	County	Richards Ave and I-25 NB	SFCC, Oshara, College Heights (general areas east of Richards Ave.)	10" and 6"	35.618715	-106.00024		Proposed point of delivery
TL2N	City	County	Old SF Trail & Teddy Bear Trail	Old Santa Fe Trail out to El Gancho	4"	35.642133	-105.92313		
2. Non-Section 3 WRA water delivered to the County through this meter (excluding City use downstream of meter (SW Business Park)) is subject to the applicable wheeling rate.									
Beckner	City	City & County	Cerrillos Road and Beckner Road	City: Southwest Business Park County: Rancho Viejo	10" and 2"	35.614591	-106.03307		Currently valved off at County line. County to notify City if and when valve is opened and County takes water deliveries at this point of delivery. Absent such notification, all water flowing through this meter is for benefit of City customers.
3. Water delivered to the County through these meters is only subject to wheeling charges when BDD Shared Pool water is delivered to these points as a result of a Non-discretionary shutdown at BDD.									
Wild West	BDD	County	I-25 W. FR and Pino	La Pradera, south NM14, Las Lagunitas	14" and 3"	35.588486	-106.06672	372494	
Game & Fish	BDD	County	Caja Del Rio Rd. and Wildlife Way	NM Game & Fish Complex	8" and 2"	35.667895	-106.06743		
NM Archaelogical	BDD	County	Caja Del Rio	Archaelogical and other County Customers	8" and 2"	35.655061	-106.0645		
SFC Public Works Complex	BDD	County	NM599 West of Caja Del Rio Rd.	Public Works	3"	35.641313	-106.06717		

EXHIBIT B

ANALYSIS OF WATER WHEELING RATES FOR SANTA FE COUNTY

Last updated October 6, 2023

City's Public Utilities Department Director	John Dupuis	John Dupuis (Nov 9, 2023 15:29 MST)	Nov 9, 2023
	Name	Signed	Date
Director of Santa Fe County Utilities	Paul Choman	Paul Choman	Nov 15, 2023
	Name	Signed	Date

I. Overview

The rate for wheeling water through City of Santa Fe Water's (City) transmission and distribution system is determined during the normal completion of the City's cost-of-service study, typically once every three years. The cost-of-service study, which is completed following generally accepted industry practices described by the American Water Works Association in its *Manual M1: Principles of Water Rates, Fees, and Charges*, allocates City of Santa Fe Water's operating and capital costs among the classes of service based on each class's demonstrated demand characteristics, the County being one of many such classes.

II. Definitions

"Allowance for Working Capital" represents the amount of cash the City must keep on hand to cover operating expenses associated with services provided to the County. The allowance is equal to 12.5% of the operating expenses of City of Santa Fe Water, and is added to the rate base. The allowance is allocated to the County in proportion to the rate base within the City's cost-of-service study.

"Capital Costs" – the sum of the County's return on rate base and depreciation expense.

"Cash Residual Method" – a method for quantifying capital costs within the City's cost-of-service which includes calculating the County's capital costs using the Utility Basis and assigning the residual cash-based capital costs to the City's other customers.

"Cost-of-Service" – refers to the generally accepted industry practices for allocating the annual operating and capital costs of providing water services to individual classes of service. These generally accepted practices are described by the American Water Works Association in its *Manual M1: Principles of Water Rates, Fees, and Charges*, and other manuals.

"Depreciation Expense" – the annual depreciation expense on the portion of the City's water system assets allocated to the County within the City's cost-of-service study.

"Fire Protection Costs" – those costs identified in the City's cost-of-service study as direct and indirect costs of the shared public fire protection components of the water system.

"Joint Costs" – those costs identified in the City's cost-of-service study as being shared by all classes of service in proportion to their demands, which includes the cost of storage, metering, billing, and administration. Metering costs are not included as they are paid for by the County separately following the Amended and Restated Water Resources Agreement between the City and County.

"Operating Costs" – those costs identified in the City's cost-of-service study as operating and maintenance expenses.

"Rate Base" – has the meaning ascribed to it within generally accepted cost-of-service principles as published by the American Water Works Association Manual M1. The rate base for the purposes of this exhibit includes the book value of all water system assets allocated to the County within the City's cost-of-service study along with an additional amount to reflect an allowance for working capital.

"Rate of Return" – applied within the Utility Basis to determine the return on rate base. The Rate of Return is a weighted average of the cost of debt and the cost of using the City's cash, also known as the cost of equity. The weights are driven by the debt to asset ratios from the financial audit. Rate of Return is set at no more than two-times the average coupon rate of the City's outstanding water revenue bonds. If the City has no outstanding revenue bonds, then the rate of return shall be set at no more than two times the expected coupon rate for municipal water utilities with the same credit rating as City of Santa Fe Water.

"Return on Rate Base" – is the rate base times the rate of return.

"Transmission Costs" – those costs identified in the City's cost-of-service study as being shared by all users of the City's transmission system which includes the cost of transmission piping and pumping.

"Utility Basis" – refers to the technique used to determine the County's share of capital costs within the City's cost-of-service study; it defines the County's capital costs as the sum of a return on rate base and depreciation expense.

"Wheeling" – means the movement of water supplies owned by the County through City's water system to the County's master meters.

III. Procedures

The City allocates its systemwide costs using generally accepted cost-of-service principles. Specifically, it uses the Base Extra-Capacity method to allocate costs, and it uses the Cash Residual method to quantify capital costs.

The total costs to be allocated in the cost-of-service study are determined at the City's sole discretion based on revenue requirements calculated in a City Council approved long-range financial plan. The costs of service are those expected for the year following the cost-of-service study.

The basis for allocating costs to individual classes of service is the demand each class represents. For the Base Extra-Capacity method, the relevant demands include average daily demand, maximum daily demand, maximum hourly demand. In addition to these, some costs are allocated based on the number of customers served, or by the equivalent meter sizes in service. By mutual agreement, the City and County may define an equivalent meter size to a meter or set of meters used in calculation of the basis. Such specified equivalencies will be memorialized in the definition of connection points in Exhibit A.

For the purposes of determining the Wheeling Rate, the City allocates only certain portions of the system costs to the County. Those costs include select Joint Costs of the system, the Transmission Costs, and select public Fire Protection costs. Fire protection costs are allocated to the County based on the number of County customers receiving fire protection from City tanks as a fraction of all City and County customers receiving fire protection from City tanks. Costs excluded from the County's Wheeling Rate are the cost of surface and groundwater supplies, raw water conveyance systems, treatment costs, distribution system costs, any metering costs that are paid directly by the County to the City, and costs related to the City's payment-in-lieu of tax.

IV. County Demand Units

The table below represents the County's units of service from the most recent cost-of-service study completed in 2021.

Demand Type	Measure	Units
Annual Delivery	Kgal	217,678
Average Day Demand	Kgal/Day	596
Max Day Peaking Factor		1.0
Max Day Demand	Kgal/Day	583
Max Day Units Above AD	Kgal/Day	-13
Max Hr Factor		1.4
Max Hr. Demand	Kgal/Day	857
Max Hr. Demand Above MD	Kgal/Day	274

V. Current Wheeling Rate

The current Wheeling Rate is shown in Exhibit C to the Agreement. The following table is a calculation of the Wheeling Rate from the City's cost-of-service study completed in 2021.

Cost Type / Units	Totals	Base	Max-Day	Max-Hour	Customer
Joint O&M Operating Costs					
Total Joint O&M Costs	$8,440,681	$79,120	$74,478	$145,012	$8,142,071
Total Joint System Units		2,911,551	7,490	14,828	426,491
Unit Type		*Kgal*	*Kgal/Day*	*Kgal/Day*	*Customers*
Cost per Unit		$0.03	$9.94	$9.78	$19.09
County Units		217,678	583	857	12
Total County Cost	$20,322	$5,915	$5,797	$8,381	$229
Transmission User Operating Costs					
Total Transmission O&M Costs	$2,236,172	$1,151,875	$1,084,297	$0	$0
Total Transmission User Units		2,911,551	6,650	10,628	426,485
Unit Type		*Kgal*	*Kgal/Day*	*Kgal/Day*	*Customers*
Cost per Unit		$0.40	$163.05	$0.00	$0.00
County Units		217,678	583	857	12
Total County Cost	$181,174	$86,118	$95,056	$0	$0
Joint Return on Rate Base					
Total Joint Rate Base (Capital)	$11,441,842	$2,255,072	$2,122,770	$4,133,138	$2,930,862
Total Joint Units of Service		2,911,551	7,490	14,828	426,491
Unit Type		*Kgal*	*Kgal/Day*	*Kgal/Day*	*Customers*
Rate Base per Unit		$0.77	$283.41	$278.73	$6.87
County Units		217,678	583	857	12
County Rate Base (A)	$572,779	$168,597	$165,225	$238,874	$82
County Rate of Return (B)	7.24%	7.24%	7.24%	7.24%	7.24%
Total County Cost (= A x B)	$41,469	$12,206	$11,962	$17,294	$6
Joint Depreciation Expense					
Total Joint Depreciation (Capital)	$597,614	130,797	123,123	239,727	103,968
Total Joint Units of Service		2,911,551	7,490	14,828	426,491
Unit Type		*Kgal*	*Kgal/Day*	*Kgal/Day*	*Customers*
Depreciation per Unit		$0.04	$16.44	$16.17	$0.24
County Units		217,678	583	857	12
Total County Cost	$33,220	$9,779	$9,583	$13,855	$3
Transmission Return on Rate Base					
Total Transmisison Rate Base (Capital)	$7,512,410	$3,869,720	$3,642,690	$0	$0
Total Transmission User Units		2,911,551	6,650	10,628	426,485
Unit Type		*Kgal*	*Kgal/Day*	*Kgal/Day*	*Customers*
Rate Base per Unit		$1.33	$547.75	$0.00	$0.00
County Units		217,678	583	857	12
County Rate Base (A)	608,655	289,314	319,341	-	-
County Rate of Return (B)	7.24%	7.24%	7.24%	7.24%	7.24%
Total County Cost (= A x B)	$44,067	$20,946	$23,120	$0	$0
Transmission Depreciation Expense					
Total Transmisison Depreciation (Capital)	$914,104	$470,865	$443,240	$0	$0
Total Transmission User Units		2,911,551	6,650	10,628	426,485
Unit Type		*Kgal*	*Kgal/Day*	*Kgal/Day*	*Customers*
Depreciation per Unit		$0.16	$66.65	$0.00	$0.00
County Units		217,678	583	857	12
Total County Cost	$74,061	$35,204	$38,857	$0	$0
Fire Protection Costs					
Total Fire Protection Costs	$653,211	$653,211	$0	$0	$0
Total Fire Protection Units		2,911,551	6,650	10,628	426,485
Unit Type		*Kgal*	*Kgal/Day*	*Kgal/Day*	*Customers*
Cost per Unit		$0.22	$0.00	$0.00	$0.00
County Units		217,678	583	857	12
Total County Costs	$48,836	$48,836	$0	$0	$0
Total O&M	$201,497	$92,034	$100,853	$8,381	$229
Total Return on Rate Base - Capital	$85,536	$33,153	$35,083	$17,294	$6
Total Depreciation - Capital	$107,281	$44,982	$48,440	$13,855	$3
Total Fire Protection	$48,836	$48,836	$0	$0	$0
Total Costs of Wheeling Service	$443,150	$219,005	$184,376	$39,530	$238
Total Water Delivery	217,678	217,678	217,678	217,678	217,678
Total Rate per Unit of Delivery	**$2.04**	$1.01	$0.85	$0.18	$0.00

Exhibit C to Wheeling Agreement - City of Santa Fe Wheeling Rates

Last Updated: **October 31, 2023**

Approved by

City Public Utilities Department Director	**John Dupuis**	John Dupuis (Nov 9, 2023 15:28 MST)	Nov 9, 2023
	Name	Signature	Date

Effective Date	Wheeling Rate	Cost of Service Study Year
July 1, 2021	**$2.04 per 1000 gallons**	2021

AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY TO WHEEL WATER TO SANTA FE COUNTY THROUGH THE CITY OF SANTA FE WATER TRANSMISSION AND DISTRIBUTION SYSTEM

This Agreement is entered into as of the date of the last signature below ("Effective Date"), by and between the City of Santa Fe ("City") and Santa Fe County ("County"), relating to the conveyance and delivery of County water through the City's water transmission and distribution system, also referred to as wheeling.

RECITALS

WHEREAS, the City and County may contract for services and enter into agreements with one another; and

WHEREAS, the City and County operate water utilities whose transmission and distribution systems are connected to each other and to Buckman Direct Diversion ("BDD") transmission lines at certain points; and

WHEREAS, the County water utility serves areas which cannot be reached by County water sources without use of the City water transmission and distribution system; and

WHEREAS, when County water sources are unavailable or insufficient to meet County demand, BDD Shared Pool water or Water Resources Agreement ~~Backup~~ water from City sources can be moved through the City's water transmission and distribution system for delivery to the County; and

WHEREAS, in the December 2016 "Amended Restated Water Resources Agreement between the City of Santa Fe and Santa Fe County" ("WRA") the County agreed to begin paying the City wheeling rate beginning in 2021;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, set forth and for other good and valuable consideration, the parties agree to the Agreement memorialized below.

AGREEMENT

1. **Wheeling**. County water may be wheeled through the City's transmission and distribution system for delivery to the County service area at specific connection points, defined by master meters.

1.1. **Delivery Points**. The locations and characteristics of master meters defining City to County connection points, hereafter referred to as points of interconnection, are defined in Exhibit "A" (Points of Interconnection), attached hereto and incorporated herein by this reference. Exhibit "A" will be updated with any changes to these delivery points and any additional delivery points and can be updated at any time by mutual written agreement of both the City's Public Utilities Department Director and the Director of Santa Fe County

Utilities. Such agreement will not be unreasonably withheld if provisions of this agreement and Exhibit "A" have been followed.

2. **Wheeling Charge**. The County will pay the City a wheeling charge for water delivered by the City to the County through the Points of Interconnection defined in Exhibit "A" ("Wheeled Water"). Wheeled Water does not include, and the County will not be pay a wheeling charge for: (1) water delivered under Section 3 of the WRA; (2) water delivered to or used by the City after a defined Point of Interconnection (SW Business Park); or (3) water delivered to the County through BDD transmission lines as identified in Exhibit A, section 3, except when BDD Shared Pool water is delivered to these points as a result of a Non-discretionary shutdown at BDD.

2. The wheeling charge~~**Term & Termination**. This agreement shall remain effective unless terminated pursuant to section 2.2 below.~~

~~2.1 The initial term shall commence on the date of the final signature.~~

~~2.2. Either party may terminate this agreement by providing the other party at least one year's notice prior to the effective date of termination; provided that the Agreement shall not terminate until the parties have agreed on and implemented alternative means to supply customers provided service under this Agreement.~~

~~3. **Volume Charge**. The County will pay the City a volumetric charge or charges for certain water delivered to the County through the Points of Interconnection defined in Exhibit "A".~~

3.1 ~~The volumetric wheeling charges~~ will be calculated using the City's cost-of-service (COS) methodology documented in the Technical Memorandum: Analysis of Water Wheeling Rates for Santa Fe County, attached hereto and incorporated herein by this reference as Exhibit "B". The COS methodology and Exhibit "B" will be updated at any time by mutual written agreement of both the City's Public Utilities Department Director and the Director of Santa Fe County Utilities. If the COS methodology and Exhibit "B" have not been updated within the prior five (5) years, the City will update upon request of either the City's Public Utilities Department Director or the Director of Santa Fe County Utilities

~~3.2 If City water is being delivered to the County at agreed upon rates sufficient to cover operation and maintenance of the City's transmission and distribution system, additional wheeling rates will not be added. Water delivered under Section 3 of the 2016 Amended and Restated Water Resources Agreement would not be subject to additional wheeling rates.~~

~~3.3~~3.2The effective date and current volumetric wheeling charges in $ per 1000 gallons are listed in Exhibit "C" (City of Santa Fe Wheeling ~~Rates~~Charge). Exhibit "C" also includes previous wheeling charges and effective dates. The wheeling charge and Exhibit "C" can be updated by the City using the agreed-upon methodology upon the completion of a new or updated Cost of Service Study for the City Water Utility with an effective date no sooner than 30 days after a new Exhibit C has been signed by the City. The County may offer input in the development of each Cost of Service Study, and such input will be

reasonably considered by the City.

~~3.4~~3.3 The City will be responsible for reading the master meters at the Points of Interconnection and determining associated billing to the County for wheeled water.

~~3.4.1~~3.3.1 The City reserves the right, at its own discretion, and with advance notice to the County to not charge wheeling fees for water delivered through specific Points of Interconnection. This provision will allow the City to incentivize water flow through Points of Interconnection should such flow be advantageous for water quality or other operational purposes.

3.4 The City will send all invoices to Santa Fe County Water Utility, and the County will pay invoices within thirty (30) days of receipt. The rate of $2.04 per 1,000 gallons shown in Exhibit C shall be applied retroactively to County water wheeled through the City system beginning July 1, 2021, resulting in the County paying an additional amount equal to the difference between $1.40 and $2.04 per 1,000 gallons.

~~4.~~3. **Terms of Delivery**. The City will deliver to the County water meeting or exceeding applicable water quality standards.

4.1 The County is responsible for maintaining water quality after the point of delivery.

4.2 In an emergency or force majeure event, the City will have the ability to shut off all deliveries at the affected Point(s) of Interconnection to the County for the duration of the emergency. In the case of an emergency, the City will notify County certified water operators as soon as possible and reasonably cooperate in providing additional supply at alternate locations, if needed. The City shall have full discretion to determine whether such an emergency condition exists within the City transmission and distribution system.

4.3 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) state or federal government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and, (i) other events beyond the reasonable control of the Impacted Party.

4. **Term & Termination**. This Agreement shall commence on the date of the final signature below and remain in effect so long as the WRA is in effect.

5. **Additional Documents**. The parties agree to execute such further documents as may be

necessary to carry out the terms and intent of this Agreement.

6. **Dispute Resolution**. The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, Section 44-7B-1 through 44-7B-6, prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 90 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies.

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FOR THE COUNTY:

Utilities Division Director Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276 Phone: (505) 992-9870
Fax: (505) 992-3028

With a copy to:

County Manager Santa Fe County PO Box 276
Santa Fe, N.M. 87504-0276 Phone: (505) 986-6200
Fax: (505) 986-2740

County Attorney Santa Fe County
PO Box 276 Santa Fe, NM 87504-0276 Phone: (505) 986-6279
Fax: (505) 986-6362

FOR CITY OF SANTA FE:

Public Utilities Director
City of Santa Fe
801 West San Mateo
City of Santa Fe, NM 87504

With Copy to:

City Attorney
200 Lincoln Ave
Santa Fe, NM 87501

or as otherwise specified from time to time by each party.

11. **Choice of Law**. The Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

12. **Limitation of Liability**. Neither the City nor the County waive any limitation of liability that may apply under state law, including but not necessarily limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30 and the Anti-Debt and Anti-Donation Clauses of the New Mexico Constitution, N.M. Const. Article IX, Sections 10 and 14, and NMSA 1978, secs. 37-1-23 and 37-1-24.

13. **Appropriations**. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City's Governing Body or the Board of County Commissioners for the performance of this Agreement. The City's or County's decision as to whether sufficient appropriations are available shall be accepted by the other party.

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IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands the day and year first written above.

CITY OF SANTA FE

_____ _____

Alan Webber, Mayor Date

ATTEST:

_____ _____

Date

~~Geralyn Cardenas, Interim~~Andrea Salazar, City Clerk

APPROVED:

_____ _____

Emily Oster, City Finance Director Date

APPROVED AS TO FORM:

_____ _____

Marcos Martinez, Senior Assistant City Attorney Date

SANTA FE COUNTY

~~Signature~~Hank Hughes, Chair	Date
Board of County Commissioners	~~Date~~
~~Name, Chair Board of County Commissioners~~	

ATTEST:

~~Katherine~~Katharine E. Clark, County Clerk	Date

APPROVED AS TO FORM:

for	11.26.24
Jeff Young, County Attorney	Date

~~**FINANCE DIVISION APPROVAL**~~

~~Yvonne S. Herrera, Finance Director~~	~~Date~~

CITY OF SANTA FE

Date: December 3, 2024

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

From: Jamie-Rae Diaz, Procurement Coordinator

Via: Eric Candelaria, ITT Department Director

Eric Candelaria (Dec 4, 2024 13:49 MST)

Subject: Microsoft Renewal Amendment #3

Vendor Name: Insight Public Sector

Munis Vendor Number: 4367

ITEM AND ISSUE:

ITT respectfully requests your review and approval of a Amendment #3 to contract # 3202628 with Insight Public Sector for Products and Services detailed in Exhibit D for two thousand three hundred (2,300) users. Amendment #3 increases the amount of compensation or extends the term of/etc. This transition would take an estimated 9 months to complete with out any interruptions.in by $1,032,885.48 – not to exceed or excluding tax for a total compensation of $3,928,004.70– not to exceed or excluding tax] for a term of 12 months.

CONTRACT NUMBER:

The FY18 Munis contract number is 3202628

BACKGROUND AND SUMMARY:

This amendment will allow the city's ITT Department the ability to make license changes and add needed security features. This extension also allows the city to continue daily usage of all Microsoft applications uninterrupted. The amendment was recommended because the ITT Security, Network Operations, and IT Director would like to make the change from the Government license version to a Commercial license. This transition would give the city access to several software resources that are currently unavailable in the government version.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Dec 16, 2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: ITT EAS

Munis Org Name/Number: ITT EAS 6203600

Munis Object Name/Number: Software Subscriptions 530710

Budget Officer / Designee: Andy Hopkins **Date:** Dec 4, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☒ Yes | ☐ No
Approval: _____ **Title:** ITT Director **Date:** 12/4/20242
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☐ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project ☐ Yes | ☐ No**
Project Ledger #: _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: SWPA/Existing Contract

Vendor's Quote

Software Contract

Horizons declination
CPO Service Determination Email
Department approval email from ITT, Fleet, or Facilities [pick one or more or delete]
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Federally required forms (list all. Examples: SAM.gov check, etc.)
Original contract packet with previous contract amendments (if applicable)

Construction Contract Attachments:
Non-Collusion Affidavit of Subcontractor
Statement of Intent to pay prevailing wages
Affidavit of Wages Paid
Weekly Payroll Form
Payroll Statement of Compliance
Performance bond
Payment bond

Item#_____
Munis Contract# 3202628
Original Contract Item#
18-1309 SWPA #:
10-00000-20-00054_

CITY OF SANTA FE
AMENDMENT No. 3 TO
Insight Public Sector Reseller of Microsoft Office 365 Agreement
ITEM# 18-1309

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE **Insight Public Sector** CONTRACT, dated November 14, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Insight Public Sector, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City Microsoft 0365 Products and Services as detailed in Exhibit D of Microsoft Renewal Quote 1024-City of Santa Fe-V2-MSEA-DSG.

B. Pursuant to Article 14(e) of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

The Products and Services have been deleted in its entirety and replaced with the following:

Insight Public Sector shall provide the Products and services as detailed in attached Exhibit D Quote 1024-City of Santa Fe-V2-MESEA-DSG for two thousand three hundred (2,300) users.

2. COMPENSATION.

The compensation of the Original Microsoft Agreement E5623598, City item #18-1309 is amended to

increase the amount of compensation by a total of one million thirty-two thousand eight hundred eighty five dollars and forty eight cents ($1,032,885.48) including gross receipts tax so that the total compensation for the contract is as follows:

The total compensation including GRT is not to exceed three million nine hundred twenty-eight and four dollars and seventy cents ($ 3,928,004.70).

3. TERM:

Article 6 (a) of the Contract is hereby deleted in its entirety and substituted with the following:

This Contract shall be effective when signed by the City and shall terminate on December 31, 2025.

4. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Insight Public Sector

Lisanne Steinheiser
_____
Lisanne Steinheiser, Global Compliance Officer

DATE: 12/2/2024

CRS#_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 2, 2024 09:35 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

Insight PUBLIC SECTOR

City of Santa Fe

PRELIMINARY

Exhibit D

Quotation: 1024-City of Santa Fe-V2-MSEA-DSG
Date: October 17, 2024
Enrollment: 81524089
Contract: CTR060025 / 10-00000-20-00054AD

Subscription Start Date: **1/1/2025**
Subscription End Date: **12/31/2025**

Part Number	Item Name	Program	Offering	Level	Purchase Unit	Purchase Period	Pool	Product Type	Product Family	Quantity	Unit Price	Extended Price
Additional Products												
6VC-01254	Win Remote Desktop Services CAL ALng SA UCAL	Enterprise 6	Additional Product	D	1 Year(s)	Added at Signing	Servers	Software Assurance	Win Remote	5	$ 23.79	$ 118.95
										Annual Subtotal:		$ 118.95

Upfront: 12 Months

Part Number	Item Name	Program	Offering	Level	Purchase Unit	Purchase Period	Pool	Product Type	Product Family	Quantity	Term Price	Extended Price
Enterprise Products												
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 G3 Un	2300	$386.43	$ 888,789.00
Additional Products												
J5U-00004	AzurepaymentG ShrdSvr ALNG SubsVL MVL Com	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Azure Monet	1	$0.00	$ -
3GU-00001	Defender O365 P1 GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	Defender O3	2300	$18.30	$ 42,090.00
7MS-00001	Planner & Project P3 GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Planner & Pr	40	$273.72	$ 10,948.80
DDJ-00001	Power BI Pro GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Power BI Pro	20	$91.12	$ 1,822.40
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Teams AC w	2300	$0.00	$ -
P3U-00001	Visio P2 GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	Visio P2 GC0	80	$136.86	$ 10,948.80
										12 Month Subtotal:		$ 954,599.00
										Year One Total:		$ 954,717.95
										Sales Tax 8.1875%:		$ 78,167.53
										Year One Total w/Tax:		$ 1,032,885.48

Confidential.

Thank you for the opportunity to quote.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2024

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

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

PRODUCER
MARSH USA LLC.
2325 E. Camelback Road
Suite 600
Phoenix, AZ 85016
Attn: Phoenix.CertRequest@marsh.com
CN101234622-STND-GAUW-24-25

CONTACT NAME: Kenneth Chau
PHONE (A/C, No, Ext): 213-346-5000 **FAX (A/C, No):** 213-346-5935
E-MAIL ADDRESS: Phoenix.CertRequest@Marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Company	20303
INSURER B : N/A	N/A
INSURER C : Sentry Insurance Company	24988
INSURER D : Sentry Casualty Company	28460
INSURER E :	
INSURER F :	

INSURED
Insight Enterprises, Inc.
Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

COVERAGES **CERTIFICATE NUMBER:** LOS-002588559-19 **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**	X	X	3606-77-62	04/15/2024	04/15/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**	X	X	7362-08-62	04/15/2024	04/15/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X 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 $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N		X	90-05749-001 (AOS)	04/15/2024	04/15/2025	X PER STATUTE OTH-ER	
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N / A	N / A		90-05749-002 (MA,WI,HI)	04/15/2024	04/15/2025	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Evidence of Insurance

CERTIFICATE HOLDER
Insight Public Sector, Inc
2701 E. Insight Way
Chandler, AZ 85286

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

AUTHORIZED REPRESENTATIVE
Marsh USA LLC

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DocuSign Envelope ID: 0445D900-0226-4EF7-B9B7-734CA1B8B9E0

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000013787
Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286
Contact: Molly Randol
Email: SLEDContracts@insight.com or molly.randol@insight.com
Telephone No.: (480) 366-7027

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

Invoice:
As Requested

Price Agreement Number: **10-00000-20-00054AD**

Amendment No.: **One**

Term: **August 29, 2022 – April 24, 2027**

NASPO ValuePoint Link:
https://www.naspovaluepoint.org/portfolio/software-value-added-resellersvar/insight/

VL

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 629-9525**

Email: **Vanessa LeBlanc@state.nm.us**

Title: **Software Value Added Reseller (SVAR)**

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

This amendment is issued to reflect the following effective immediately:

- **Update language regarding Oracle Software to the following: "*Orders of Oracle software programs and/or services and Oracle cloud services shall be governed by the terms and conditions of the applicable publisher that are available at https://www.ips.insight.com/nasposvar2022. The Oracle terms and conditions must take precedence for all matters pertaining to Oracle.*"**
- **Add the following language to the Statewide 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. If procuring goods only, no determination of service is required.***

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 9/13/2022

New Mexico State Purchasing Agent

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

DocuSign

Certificate Of Completion

Envelope Id: 0445D90002264EF7B9B7734CA1B8B9E0
Status: Completed
Subject: Please DocuSign: 10-00000-20-00054AD A001
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Vanessa LeBlanc
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Vanessa.LeBlanc@state.nm.us
IP Address: 98.60.102.6

Record Tracking

Status: Original
9/13/2022 2:26:22 PM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@state.nm.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/13/2022 2:27:37 PM Viewed: 9/13/2022 2:33:41 PM Signed: 9/13/2022 2:33:51 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Vanessa LeBlanc vanessa.leblanc@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	VL Signature Adoption: Pre-selected Style Using IP Address: 98.60.102.6	Sent: 9/13/2022 2:33:52 PM Viewed: 9/13/2022 2:34:32 PM Signed: 9/13/2022 2:34:34 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/13/2022 2:34:36 PM Viewed: 9/13/2022 2:37:55 PM Signed: 9/13/2022 2:38:10 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/13/2022 2:27:37 PM
Certified Delivered	Security Checked	9/13/2022 2:37:55 PM
Signing Complete	Security Checked	9/13/2022 2:38:10 PM
Completed	Security Checked	9/13/2022 2:38:10 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: 0AA2DAAE-52DE-4198-9916-CA1B0FF90C97

State of New Mexico
General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor:
0000013787
Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Contact: Molly Randol
Email: SLEDContracts@insight.com or molly.randol@insight.com
Telephone No.: (480) 366-7027

Price Agreement Number: **10-00000-20-00054AD**

Payment Terms: **Net 30**

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

Delivery: **As Requested**

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

Invoice:
As Requested

VL

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 629-9525**

Email: **Vanessa.LeBlanc@state.nm.us**

Title: **Software Value Added Reseller (SVAR)**

Term: **August 29, 2022 – April 24, 2027**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

NASPO ValuePoint Link: https://www.naspovaluepoint.org/portfolio/software-value-added-reseller-svar/insight/

DocuSign Envelope ID: 0AA2DAAE-52DE-4198-9916-CA1B0FF90C97

NASPO ValuePoint
PARTICIPATING ADDENDUM

SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA

Master Agreement #:	CTR060025
Contractor:	**Insight Public Sector**
Participating Entity:	**STATE OF NEW MEXICO**
New Mexico Statewide Price Agreement #:	10-00000-20-00054AD

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

   ☒ This Participating Addendum includes the entire scope of the products and services (including the General Software Category, Microsoft Software Category, and Oracle Software Category as outlined in Attachment A) available through the Master Agreement referenced above.

   Orders of Oracle software programs and/or services and Oracle cloud services shall be governed by the terms and conditions of the applicable publisher that are available at https://www.ips.insight.com/nasposvar2022

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

   ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

   ☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on ***April 24, 2027***, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

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NASPO ValuePoint
PARTICIPATING ADDENDUM

SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA

CONTRACTOR:

Name:	Brittany Dunaway
Address:	13755 Sunrise Valley Drive, Suite 750, Herndon, VA 20171
Telephone:	(480) 366 - 7029
Email:	SLEDcontracts@insight.com

PARTICIPATING ENTITY:

Name:	Mark Hayden, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	mark.hayden@state.nm.us
Name:	Mark Hayden, State Purchasing Director, State Purchasing Division

Participating Entity Modifications and Additions to the Master Agreement

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. **Taxes:**
The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Participating State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

6. **Retainage:**

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Reserved

7. **Performance Bond:**
Reserved

8. **Term:**
THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on a date approved by the New Mexico State Purchasing Agent, if the New Mexico State Purchasing Agent has signed this Agreement, and end on ***April 24, 2027***. The Participating State reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150. Notwithstanding the previous in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

9. **Termination:**

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

B. Notice; Participating State Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State 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 Participating State 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 provide the Goods or perform the Services contracted for, as determined by the Participating State; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Participating State'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 PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

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

12. **Conflict of Interest; Governmental Conduct Act:**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Participating State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Participating State; (ii) the Contractor is not a member of the family of a public officer or employee of the Participating State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Participating State, a member of the family of a public officer or employee of the Participating State, or a business in which a public officer or employee of the Participating State or the family of a public officer or employee of the Participating State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Participating State

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within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Participating State whose official act, while in the Participating State's employment, directly resulted in the Participating State's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Participating State.

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

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

13. **Amendment:**

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

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

14. **Merger:**

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

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15. **Penalties for violation of law:**
The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

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

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

18. **Applicable Law:**
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 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.

19. **Records and Financial Audit:**
The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Participating State, including the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Participating State shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Participating State to recover excessive or illegal payments.

20. **Invalid Term or Condition:**
If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

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

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22. **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 Participating State.

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

To the Participating State:

Name:	Mark Hayden, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	mark.hayden@state.nm.us

To the Contractor:

Name:	Insight Public Sector, Inc.
Address:	13755 Sunrise Valley Drive, Suite 750, Herndon, VA 20171
Telephone:	(480) 366 - 7029
Contact:	Brittany Dunaway
Email:	SLEDcontracts@insight.com

24. **Succession:**
This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

25. **Headings:**
Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

26. **Default/Breach:**
In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico may procure the Goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Purchasing Entity and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

27. **Equitable Remedies:**
Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Participating State irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Participating State, and the Contractor consents to the Participating State's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Participating State's rights to obtain equitable relief pursuant to this

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Agreement shall be in addition to, and not in lieu of, any other remedy that the Participating State may have under applicable law, including, but not limited to, monetary damages.

28. **New Mexico Employees Health Coverage:**

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

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the Participating State.

C. Contractor agrees to advise all employees of the availability of Participating State's publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com.

29. **Indemnification:**

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

30. **Default and Force Majeure:**

The Purchasing Entity reserves the right to cancel all or any part of any Orders placed under this Agreement without cost to the Purchasing Entity, 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 Participating State and/or the Purchasing Entity 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 Participating State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Participating State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

31. **Assignment:**

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

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

33. **Inspection of Plant:**
The Participating State may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

34. **Commercial Warranty:**
The Contractor agrees that the Goods and/or Services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such Goods and/or Services, and that the rights and remedies provided herein shall extend to the Participating State and are in addition to and do not limit any rights afforded to the Participating State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

35. **Condition of Proposed Items:**
Where Goods are a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.

36. **Release:**
Final payment of the amounts due under this Agreement shall operate as a release of the Participating State, its officers and employees and Procuring Entity from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

37. **Confidentiality:**
Any Confidential Information provided to the Contractor by the Participating State or, developed by the Contractor based on information provided by the Participating State in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Participating State. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Participating State within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Participating State will result in direct, special and incidental damages.

38. **Contractor Personnel:**

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Participating State. Key personnel are those individuals considered by the Participating State to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

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Contract Administration Britany Dunaway SLEDcontracts@insight.com 480.366.7029
Reporting Virginia Mace sledreporting@insight.com 480.333.3068
Sales/Quotes Sergio Torrez Sergio.Torrez@insight.com 505.318.3071

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Participating State. For all personnel, the Participating State reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Agreement is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to the Participating State's approval. The Participating State, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Agreement. The Contractor shall also make interim arrangements to assure that the Agreement progress is not affected by the loss of personnel. The Participating State reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Participating State, meeting the Participating State's expectations.

39. **Incorporation by Reference and Precedence:**
In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Participating Addendum; (2) the Master Lease Agreement, if applicable; and (3) the NASPO ValuePoint Master Agreement.

40. **Inspection:**
If this Agreement is for the purchase of Goods, final inspection and acceptance shall be made at Destination. Goods rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

41. **Inspection of Services:**
If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
B. The Contractor shall provide and maintain an inspection system acceptable to the Participating State covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Participating State during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
C. The Participating State has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Participating State shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
D. If the Participating State performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no

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increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the Participating State may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Participating State may:
   (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
   (2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Participating State may:
   (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Participating State that is directly related to the performance of such service; or
   (2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

42. **Insurance:**

If the Services contemplated under this Agreement will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.
B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
   a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
   b. Property damage or combined single limit coverage: $1,000,000.
   c. Automobile liability (including non-owned automobile coverage): $1,000,000.
   d. Umbrella: $1,000,000.
C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

43. **Arbitration:**

Any controversy or claim arising between the Parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

44. **New Mexico Administration Reporting:**

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an

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Administrative Fee assessment at the rate of **one percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes. The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator 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

The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer Amber Sanchez at Amber.Sanchez2@state.nm.us or (505) 469-2679 or (505) 795-4512

45. **Fees**:
The Contractor agrees to remit an administrative reporting fee payable by check to the State Purchasing Division for an amount equal to **one percent (1.00 %)** of the total sales and other revenues, less interchange and merchant fees, derived from the New Mexico state agencies and local public bodies. The Contractor shall indicate the contract number ***10-00000-20-00054AD*** and include the remittance check with the quarterly sales report.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

46. **Lease Agreements:**
Reserved

47. **Subcontractors:**
All Contactors, Authorized Dealers, and resellers authorized in the State of New Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in this Participating Addendum and the aforementioned Master Agreement.

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48. **Orders:**
Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY	**CONTRACTOR**
Signature: Valerie Paulk X This is signed on behalf of the State Purchasing Agent	Signature:
Name: Valerie Paulk	Name: Scott Friedlander
Title: State Purchasing Agent	Title: President of Insight Public Sector, Inc.
Date: 8/29/2022	Date: 8/29/2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

	PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Tier I Publishers (Key Itemized Publishers)	
1	ADOBE	2.00%
2	CA TECHNOLOGIES (acquired by Broadcom)	2.00%
3	CISCO	1.95%
4	COMMVAULT	1.95%
5	IBM	2.00%
6	RED HAT	1.95%
7	SPLUNK	2.00%
8	TABLEAU	2.00%
9	VEEAM	1.95%
10	VMWARE	1.95%
	Tier II Publishers (Other Itemized Publishers)	
11	AUTODESK	2.50%
12	BARRACUDA NETWORKS	2.50%
13	BMC SOFTWARE	2.25%
14	CHECK POINT SOFTWARE	2.50%
15	CHERWELL	2.25%
16	CITRIX	2.25%
17	CHATSWORTH PRODUCTS (CPI)	2.25%
18	CROWDSTRIKE	2.25%
19	DELL	2.25%
20	DELPHIX	2.25%
21	DOCUSIGN	2.50%
22	DYNATRACE	2.50%
23	FORCEPOINT	2.50%
24	FORTINET	2.25%
25	GOOGLE	2.25%
26	INFORMATICA	2.50%
27	IVANTI	2.50%
28	KNOWBE4	2.50%
29	MCAFEE	2.25%
30	MICRO FOCUS	2.50%
31	MULESOFT	2.25%
32	NETMOTION	2.50%
33	OKTA	2.25%
34	OPENTEXT	2.50%
35	PROGRESS SOFTWARE	2.50%
36	PROOFPOINT	2.25%
37	QUEST SOFTWARE	2.50%
38	RAPID7	2.50%
39	RSA SECURITY	2.50%
40	SALESFORCE	2.50%
41	SAP	2.50%
42	SOLARWINDS	2.50%
43	SOPHOS	2.50%
44	SPILLMAN (acquired by Motorola Solutions)	2.25%
45	SYMANTEC (acquired by Broadcom)	2.50%
46	TENABLE	2.50%
47	TREND MICRO	2.50%
48	VARONIS	2.50%
49	VERITAS	2.25%
50	ZOHO	2.50%

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

	PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Non-itemized Publishers	
51	All other publishers	4.75%
		HOURLY RATE
52	**Reseller Services**	
53	- Asset management	$200.00
54	- Solutions architect	$209.00
55	- Senior solutions architect	$265.00
56	- Program engagement manager	$232.00
57	- Project leader	$127.00
58	- Project manager	$209.00
59	- Senior project manager	$220.00
60	All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	$284.00

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
OPTIONAL SERVICES FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Optional Discount- and/or Markup-based Services	
1	None	
2		
3		
4		
5		
		HOURLY RATE
	Optional Fixed Rate-based Services	
6	**Digital Innovation: UX/Visual/Product**	
7	Creative Director	$325.00
8	Principal Designer	$300.00
9	Associate Creative Director	$300.00
10	Design Manager	$275.00
11	Product Manager	$275.00
12	Senior Designer	$250.00
13	Senior Business Analyst	$250.00
14	Designer	$225.00
15	Business Analyst	$225.00
16	Associate Designer	$190.00
17	Associate Business Analyst	$190.00
	Digital Innovation: PM	
18	Services Manager	$325.00
19	Program Manager	$250.00
20	Project Manager	$225.00
21	Project Coordinator	$190.00
	Digital Innovation: Technology	
22	Principal/Chief Architect	$325.00
23	Senior Architect	$300.00
24	Managing Architect	$300.00
25	Architect	$275.00
26	Senior Software Engineer	$250.00
27	Software Engineer	$225.00
28	Associate Software Engineer	$190.00

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
MICROSOFT

	SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST (may be negative if sold at loss)
	Itemized Microsoft Offerings	
1	EMS E5	1.65%
2	G1	1.65%
3	G2	1.65%
4	G3	1.65%
5	G5	1.65%
6	Govt E4	1.65%
7	Advanced Threat Protection	1.65%
8	Power BI	1.65%
9	Exchange Online	1.65%
10	Kiosk F3 Now	1.65%
11	Dynamics	1.65%
12	PowerApps	1.65%
13	Project Online	1.65%
14	Azure	1.65%
	All Other Microsoft Offerings	
15	SaaS	1.65%
16	On-Premise	1.65%
	Resold In-scope Professional Services	
17	- Ongoing maintenance & support services not included in software license agreement	1.65%
18	- Deployment services	1.65%
19	- Architectural design services	1.65%
20	- Training deployment services	1.65%
21	All other resold in-scope professional services	1.65%
		HOURLY RATE
	In-scope Reseller Services	
22	- Asset management	$200.00
23	- Solutions architect	$209.00
24	- Senior solutions architect	$265.00
25	- Program engagement manager	$232.00
26	- Project leader	$127.00
27	- Project manager	$209.00
28	- Senior project manager	$220.00
29	All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	$284.00

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
OPTIONAL SERVICES FOR MICROSOFT

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Optional Discount- and/or Markup-based Services	
1	Cloud Solution Provider (CSP) Program	16.00%
2		
3		
4		
5		
		HOURLY RATE
	Optional Fixed Rate-based Services	
6	**Digital Innovation: UX/Visual/Product**	
7	Creative Director	$325.00
8	Principal Designer	$300.00
9	Associate Creative Director	$300.00
10	Design Manager	$275.00
11	Product Manager	$275.00
12	Senior Designer	$250.00
13	Senior Business Analyst	$250.00
14	Designer	$225.00
15	Business Analyst	$225.00
16	Associate Designer	$190.00
17	Associate Business Analyst	$190.00
	Digital Innovation: PM	
18	Services Manager	$325.00
19	Program Manager	$250.00
20	Project Manager	$225.00
21	Project Coordinator	$190.00
	Digital Innovation: Technology	
22	Principal/Chief Architect	$325.00
23	Senior Architect	$300.00
24	Managing Architect	$300.00
25	Architect	$275.00
26	Senior Software Engineer	$250.00
27	Software Engineer	$225.00
28	Associate Software Engineer	$190.00

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
ORACLE

	SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Oracle Offerings	
1	SaaS	2.95%
2	On-Premise	2.95%
	Resold In-scope Professional Services	
3	- Ongoing maintenance & support services not included in software license agreement	2.95%
4	- Deployment services	2.95%
5	- Architectural design services	2.95%
6	- Training deployment services	2.95%
7	All other resold in-scope professional services	2.95%
		HOURLY RATE
	In-scope Reseller Services	
8	- Asset management	$200.00
9	- Solutions architect	$209.00
10	- Senior solutions architect	$265.00
11	- Program engagement manager	$232.00
12	- Project leader	$127.00
13	- Project manager	$209.00
14	- Senior project manager	$220.00
15	All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	$284.00

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
OPTIONAL SERVICES FOR ORACLE

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Optional Discount- and/or Markup-based Services	
1	None	
2		
3		
4		
5		
		HOURLY RATE
	Optional Fixed Rate-based Services	
6	**Digital Innovation: UX/Visual/Product**	
7	Creative Director	$325.00
8	Principal Designer	$300.00
9	Associate Creative Director	$300.00
10	Design Manager	$275.00
11	Product Manager	$275.00
12	Senior Designer	$250.00
13	Senior Business Analyst	$250.00
14	Designer	$225.00
15	Business Analyst	$225.00
16	Associate Designer	$190.00
17	Associate Business Analyst	$190.00
	Digital Innovation: PM	
18	Services Manager	$325.00
19	Program Manager	$250.00
20	Project Manager	$225.00
21	Project Coordinator	$190.00
	Digital Innovation: Technology	
22	Principal/Chief Architect	$325.00
23	Senior Architect	$300.00
24	Managing Architect	$300.00
25	Architect	$275.00
26	Senior Software Engineer	$250.00
27	Software Engineer	$225.00
28	Associate Software Engineer	$190.00

DocuSign

Certificate Of Completion

Envelope Id: 0AA2DAAE52DE41989916CA1B0FF90C97
Status: Completed
Subject: Please DocuSign: 10-00000-20-00054AD Software VAR PA
Source Envelope:
Document Pages: 21
Signatures: 2
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Vanessa LeBlanc
13 Bataan Blvd
Santa Fe, NM 87508
Vanessa.LeBlanc@state.nm.us
IP Address: 98.60.102.6

Record Tracking

Status: Original
8/29/2022 6:58:13 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Vanessa LeBlanc
Vanessa.LeBlanc@state.nm.us
Pool: StateLocal
Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 73.26.88.117	Sent: 8/29/2022 8:58:33 AM Viewed: 8/29/2022 8:59:38 AM Signed: 8/29/2022 8:59:47 AM
Scott Friedlander Scott.friedlander@insight.com Insight Public Senior Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/29/2022 9:00:56 AM ID: 1a75860d-349c-423b-8429-0952c24b1716	 Signature Adoption: Drawn on Device Using IP Address: 71.163.95.251 Signed using mobile	Sent: 8/29/2022 8:59:49 AM Viewed: 8/29/2022 9:00:56 AM Signed: 8/29/2022 9:01:14 AM
Vanessa LeBlanc vanessa.leblanc@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	 Signature Adoption: Pre-selected Style Using IP Address: 98.60.102.6	Sent: 8/29/2022 8:59:48 AM Viewed: 8/29/2022 9:00:16 AM Signed: 8/29/2022 9:00:20 AM
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	 Signature Adoption: Pre-selected Style Using IP Address: 67.0.254.210 Signed using mobile	Sent: 8/29/2022 9:01:16 AM Viewed: 8/29/2022 9:01:50 AM Signed: 8/29/2022 9:02:12 AM

Signer Events	Signature	Timestamp
Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/29/2022 8:58:33 AM
Certified Delivered	Security Checked	8/29/2022 9:01:50 AM
Signing Complete	Security Checked	8/29/2022 9:02:12 AM
Completed	Security Checked	8/29/2022 9:02:12 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.

Item# 21-0659
Munis Contract#3202628

CITY OF SANTA FE
AMENDMENT No. 2 TO
Insight Public Sector Reseller of Microsoft Office 365 AGREEMENT
ITEM# 18-1309

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE Microsoft Office 365 AGREEMENT, dated November 14, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Insight Public Sector (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Products and Services M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL Per user for two thousand, three hundred (2,300) Users, AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision, One (1) as detailed in Exhibit A, Exhibit B, and Exhibit C of Microsoft renewal agreement 5294887 between the City of Santa Fe and Insight Public Sector.

B. Pursuant to Article 14(e) of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

A. Products and Services shall be provided pursuant to Exhibit A, Exhibit B, and Exhibit C. of Microsoft Enterprise Renewal Agreement 5294887, M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL Per user for two thousand, three hundred (2,300) Users, AzureprepaymentG

ShrdSvr ALNG SubsVL MVL Commit Provision, One (1).

2. COMPENSATION.

Original Cost of three year Agreement 18-1309 of Microsoft Agreement E5623598 with the expiration of December 28, 2021 has been fully compensated in the amount of $346,822.62. Pricing of the Agreement 18-1309 Microsoft Agreement Number E5623598 is amended to increase the amount of compensation by a total of $2,548,296.60 (Excluding NMGRT) so that renewal agreement reads in its entirety as follows:

A. The City shall pay to the Contractor Twelve Month annual installments for the term of 36-months payments for services satisfactorily performed pursuant to the Scope of Work at the rate of:

December 29, 2021 Fiscal Year 2022: $849,432.20

December 29, 2022 Fiscal Year 2023: $849,432.20

December 29, 2023 Fiscal Year 2024: $849,432.20

Total Compensation of 36-Month Term (Exhibit D): $2,548,296.60

City of Santa Fe Agreement 18-1309 Total Compensation $346,822.62

Total Cost as of Expiration December 28, 2024: $2,895,119.22

Estimated Tax $71,670.84 per Year

3. TERM:

Original contract 18-1309 Microsoft Agreement Number E5623598 of the Agreement is hereby deleted in its entirety and substitute the following Amendment Number 2 Microsoft Agreement Number 5294887 in its place:

This Agreement shall be effective when signed by the City and shall terminate on

December 28, 2024.

4. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 9, 2021

CONTRACTOR:
INSIGHT PUBLIC SECTOR

Scott Friedlander
Scott Friedlander (Nov 9, 2021 18:25 EST)

NAME Scott Friedlander

IPS SVP
TITLE

DATE: Nov 9, 2021
CRS# 02-960205-00-0

Registration # 229398

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 12/08/2021

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Nov 4, 2021 15:48 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
Org. Name/Org.#6203600.530710 and 3653501.530710

AJH
AJH

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	5294887

5-0000007743065

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Enterprise Amendment	M97 (New)
Product Selection Form	1128359.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Santa Fe
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft Volume Licensing

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	81524089
Previous Enrollment number *(Reseller to complete)*	51044310

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Santa Fe
Contact name* **First** Edward **Last** Duran
Contact email address* ejduran@ci.santa-fe.nm.us
Street address* 200 Lincoln Avenue
City* Santa Fe
State* NM
Postal code* 87501-0909-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 505-955-6527
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Edward **Last** Duran
Contact email address* ejduran@ci.santa-fe.nm.us
Street address* 200 Lincoln Avenue
City* Santa Fe
State* NM
Postal code* 87501-0909-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 505-955-6527
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Edward **Last** Duran
Contact email address* ejduran@ci.santa-fe.nm.us
Phone* 505-955-6527
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Insight Direct USA, Inc.
Street address (PO boxes will not be accepted)* 6820 South Harl Avenue
City* Tempe
State* AZ
Postal code* 85283
Country* United States
Contact name* Software *Contract Support
Phone* 800-624-0503
Contact email address* contractsupport@insight.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*	Scott Friedlander Scott Friedlander (Nov 9, 2021 18:25 EST)
Printed name*	Scott Friedlander
Printed title*	IPS SVP
Date*	Nov 9, 2021

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number | 5-0000007743065

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect)
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr		2300
3GU-00001	Defender for O365 Plan 1 GCC SubVL Per User	2300	
LK3-00001	AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr	60	
J5U-00004	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision		1

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Oct2020)(IU).docx		M97	B

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID
1128359.003
Language: English (United States)

Enrollment Number

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	2,300	2,300	1.0	No	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
Microsoft 365 E3 USL	2,300

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	2300	2300	2300	2300

Enrolled Affiliate

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Santa Fe
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	51044310		

Exhibit D

Insight PUBLIC SECTOR

City of Santa Fe

****BUDGETARY/PRELIMINARY RENEWAL QUOTE****

Quotation: 0921-City o4-MSEA-sdp
Date: September 20, 2021
Enrollment: 51044310
Contract: 1510001351

Subscription Start Date: **1/1/2022**
Subscription End Date: **12/31/2024**

Upfront: 12 Months Total

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Term Price	Extended Price
Enterprise Products								
AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	2300	$349.93	$ 804,839.00
Additional Products								
LK3-00001	AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	60	$42.87	$ 2,572.20
J5U-00004	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provisio	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	1	$0.00	$ -
3GU-00001	Defender for O365 Plan 1 GCC SubVL Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	2300	$18.27	$ 42,021.00
							12 Month Total:	$ 849,432.20

EXHIBIT "D"

36 Month Total: $ 2,548,296.60

CITY OF SANTA FE
AMENDMENT No. 1 TO
En Pointe Technologies, a PCM Co. AGREEMENT
ITEM#18-1309
Munis Contract # 3200410

This AMENDMENT No. 1 (the "Amendment") amends the Agreement with En Pointe Technologies, a PCM Co., dated November 14, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Insight Public Sector, Inc. formerly known as En Pointe Technologies, LLC, a PCM Co. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide Licenses of Products of original agreement between the City of Santa Fe and En Pointe, a PCM Co.

B. Pursuant to 14 (e) and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. NAME CHANGE

The Contractor, En Pointe, a PCM Co, is now known as Insight Public Sector, Inc. (See Exhibit "A" attached hereto).

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber, City Mayor
DATE: May 13, 2021

CONTRACTOR:
Insight Public Sector, Inc.

NAME
Lisanne Stenhouse
Chief Compliance Officer
TITLE

DATE: 4/15/2021
CRS# 02-960205-00-0

Registration # 29398

ATTEST:

Kristine Mihelcic

KRISTINE MIHELCIC, CITY CLERK
GB MTG 05/12/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy AL
AL

MARY MCCOY, FINANCE DIRECTOR
[redacted] 6203600.530710 AL
Business Unit Line Item

Insight
PUBLIC SECTOR

Exhibit A

February 6, 2020

To Whom It May Concern:

Please be advised that En Pointe Technologies Sales, LLC is a limited liability company whose sole member was PCM Sales, Inc. The parent company of PCM Sales, Inc. was PCM, Inc. On August 30, 2019, Insight Enterprises, Inc. acquired PCM, Inc., including all subsidiaries.

Effective August 30, 2019, En Pointe Technologies Sales, LLC became a subsidiary company of Insight Enterprises, Inc.

Insight Enterprises, Inc. is also the parent company of Insight Public Sector, Inc.

Should you have any questions or need further clarification, please contact me at lisanne.steinheiser@insight.com.

Sincerely,

Lisanne Steinheiser
Global Compliance Officer & Assistant Secretary

DocuSign Envelope ID: CA2F285C-632F-49A0-A5BD-1BC6C60412A5

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000013787
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

Contact: Pam Potter
Email: SLEDContracts@insight.com
Telephone No.: (480) 366-7027

Price Agreement Number: **60-000-15-00020AD**

Price Agreement Amendment No.: **One**

Term: **March 10, 2020 – January 7, 2022**

NASPO ValuePoint Master Agreement Award Number: **ADSPO-16-138244**

NASPO ValuePoint Link: **https://www.naspovaluepoint.org/portfolio/software-var-2016-2021/**

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

Invoice:
As Requested

Procurement Specialist: **Vanessa LeBlanc** VL

Telephone No.: **505-827-0266**

Email: **Vanessa.LeBlanc@state.nm.us**

Title: **Software VAR**

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 April 8, 2021 to January 7, 2022 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 2/19/2021

Mark Hayden, New Mexico State Purchasing Agent
X **This Agreement was signed on behalf of the State Purchasing Agent**

JDL

DocuSign SECURED

Certificate Of Completion

Envelope Id: CA2F285C632F49A0A5BD1BC6C60412A5
Status: Completed
Subject: Please DocuSign: 60-000-15-00020AD 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:
Vanessa LeBlanc
13 Bataan Blvd
Santa Fe, NM 87508
Vanessa.LeBlanc@state.nm.us
IP Address: 174.237.135.123

Record Tracking

Status: Original
2/19/2021 3:36:25 PM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	VL Signature Adoption: Pre-selected Style Using IP Address: 174.237.135.123	Sent: 2/19/2021 3:37:56 PM Viewed: 2/19/2021 3:38:04 PM Signed: 2/19/2021 3:38:10 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	TDL Signature Adoption: Pre-selected Style Using IP Address: 67.164.144.62	Sent: 2/19/2021 3:38:11 PM Viewed: 2/19/2021 3:39:32 PM Signed: 2/19/2021 3:39:39 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 75.161.86.101	Sent: 2/19/2021 3:39:40 PM Viewed: 2/19/2021 3:41:03 PM Signed: 2/19/2021 3:42:23 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	2/19/2021 3:37:56 PM
Certified Delivered	Security Checked	2/19/2021 3:41:03 PM
Signing Complete	Security Checked	2/19/2021 3:42:23 PM
Completed	Security Checked	2/19/2021 3:42:23 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

State of New Mexico
General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor
0000013787
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

Contact: Pam Potter
Email: SLEDContracts@insight.com
Telephone No.: (480) 366-7027

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

Invoice:
As Requested

Price Agreement Number: **60-000-15-00020AD**

NASPO Mater Agreement: **ADSPO-16-138244**

NASPO Link:
https://www.naspovaluepoint.org/portfolio/software-var-2016-2021/

Payment Terms: **Net 30**

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

Delivery: **See Attached Participating Addendum**

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 827-0266**

Email: **Vanessa.LeBlanc@state.nm.us**

Title: **Software VAR**

Term: **March 10, 2020 thru April 7, 2021**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

1. Scope: This addendum covers the Software Value Added Reseller contract led by the State of Arizona for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement: *(These modifications or additions apply only to actions and relationships within the Participating Entity.)*

Participating State/Entity must check one of the boxes below.

[ ] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

4. Taxes:
The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5. Retainage.
Reserved

6. Performance Bond.
Reserved

7. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on April 7, 2021. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 5 years in accordance with NMSA 1978 §13-1-150.

8. Termination:

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

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement,

the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

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

9. Appropriations:

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

10. Status of Contractor:

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

11. Conflict of Interest; Governmental Conduct Act:

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or business in which a public officer or employee of the State or the of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase

contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

B) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16 the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

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

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

12. Amendment:

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

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

13. Merger:

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

14. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

15. Equal Opportunity Compliance:

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

16. Workers Compensation:

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

17. Applicable Law:

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 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.

18. Records and Financial Audit:

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

19. Invalid Term or Condition:

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

20. Enforcement of Agreement:

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

21. Non-Collusion:

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

22. Notices:

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

To the Procuring Agency:
Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM 87505

To the Contractor:
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283
Contact: Pam Potter
Phone: (480) 366-7027
Email: SLEDcontracts@insight.com

23. Succession:

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

24. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

25. Default/Breach:

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the

Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

26. Equitable Remedies:

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

27. New Mexico Employees Health Coverage:

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.
B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

28. Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons

or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

29. Default and Force Majeure:

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

30. Assignment:

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

31. Subcontracting:

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

32. Inspection of Plant:

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

33. Commercial Warranty:

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

34. Condition of Proposed Items:

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

35. Release:

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

36. Confidentiality:

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

37. Contractor Personnel:

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Account Executive	Sergio Torres	sergio.torres@insight.com
Sales Manager	Brandon Marvel	brandon.marvel@insight.com
Contracts	Pam Potter	sledcontracts@insight.com
Reporting	Virginia Mace	sledreporting@insight.com

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

38. Incorporation by Reference and Precedence:

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

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including

attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

39. Inspection:

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

40. Inspection of Services:

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

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

B. The Contractor shall provide and maintain an inspection system acceptable to the State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no

increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the St a Purchasing Agent or other party to this Agreement may:

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

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

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the r of this Agreement, the State Purchasing Agent or other party to this Agreement may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to t directly related to the performance of such service; or

(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

41. Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1, 000,000per occurrence.

b. Property damage or combined single limit coverage: $1,000,000.

c. Automobile liability (including non-owned automobile coverage): $

d. Umbrella: $1,0u ,000.

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

42. Arbitration:

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

43. New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of percent (1.00 %) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

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

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the "*State Purchasing Division.*" This contract number

60-000-16-00020AD must be included on all payments and Quarterly Sales Reports.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports may be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageE@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

44. Lease Agreements: *Reserved*

45. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Insight Public Sector, Inc.
Address	6820 South Harl Avenue, Tempe, AZ 85283
Contact	Pam Potter
Telephone	(480) 368-7027
E-mail	SLEDcontracts@insight.com

Participating Entity

Name	State of New Mexico
Address	1100 St. Francis Drive, Santa Fe, NM 87505
Contact	Vanessa LeBlanc
Telephone	(505) 827-0472
E-mail	Vanessa.LeBlanc@state.nm.us

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-16-00020AD
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of [xxxxxx], as shown on the dedicated Insight Public Sector contract) website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. The Insight Public Sector dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies touch order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor: Insight Public Sector, Inc.
Signature:	Signature:
Name: Mark Hayden	Name: John Garnatham
Title: State Purchasing Agent	Title: SVP – Business Development
Date: 3-12-2020	Date: March 6, 2020

[Additional signatures as required by Participating State]

For questions regarding execution of NASPO ValuePoint participating addenda, please contact the NASPO ValuePoint Contract Coordination Team at pcm@naspovaluepoint.org.

Please note that fully executed participating addenda must be submitted via e-mail in PDF format to pa@naspovaluepoint.org.

Microsoft ITEM # 18-1309 Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	E5623598

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Sub250 Form	W29
Product Selection Form	0778267.002_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	City of Santa Fe
Signature*	
Printed First and Last Name*	Alan Webber
Printed Title	Mayor
Signature Date*	11/26/2018
Tax ID	85-6000168

** indicates required field*

Microsoft Affiliate	
	Microsoft Corporation
Signature	Microsoft Corporation OCT 30 2018 Shirley Snyder Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	51044310
Previous Enrollment number *(Reseller to complete)*	

Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

(i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

EN POINTE TECHNOLOGIES

Quote # 25318714
Date 10/5/2018
Expiry Date 10/19/2018

Customer	CITY OF SANTA FE (1028727)			
Quote Title	MICROSOFT	**Shipping Address**	**Billing Address**	**Contact Details**
Shipping	Best Way-3 to 7 days	CITY OF SANTA FE	CITY OF SANTA FE	Yodel M. Catanach
Payment	Net 30	Yodel M. Catanach	P.O. Box 909 - ITT DEPT,	yocatanach@ci.santafe.nm.us
		P.O. Box 909 - ITT DEPT,	Santa Fe, NM, 87504	Ph: 505-995-5575
		Santa Fe, NM, 87504		

ADSPO16-130653
PA# 60-000-15-00020AA
Year 1

Details	Avl	Qty.	Unit Price	Ext. Price
Line # 10 MICROSOFT **Mfr. SKU** AAA-11894. O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr		50	$211.60	**$10,580.00**
Line # 20 MICROSOFT **Mfr. SKU** 3GU-00001. O365ATPGCC ShrdSvr ALNG SubsVL MVL PerUsr		2000	$18.18	**$36,360.00**
Line # 30 MICROSOFT **Mfr. SKU** 3PS-00001. ExchgOnInKioskGCC ShrdSvr ALNG SubsVL PerUsr		450	$19.27	**$8,671.50**
Line # 40 MICROSOFT **Mfr. SKU** 3MS-00001. ExchgOnInP1GCC ShrdSvr ALNG SubsVL PerUsr		1500	$36.24	**$54,360.00**

Lease this for $3,361.87 per month with $0 down and $1 buy back option! Contact us for credit terms and options. Excludes applicable taxes, based on 36-month term, on approved credit.

Sub Total	**$109,971.50**
Total Tax	**$5,636.04**
Total Amount	**$115,607.54**

Customer Acceptance

A signature submission of this quotation by you, ("Customer"), will hereby serve as authorization for En Pointe Technologies Sales. to purchase the above referenced goods and/or services.
Further, Customer agrees to pay all invoices related to this order according to the terms and condition specified by En Pointe Technologies Sales. which are available at www.enpointe.com/invoice-terms

Name
Email
Phone
PO #
Signature
Date

Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Santa Fe
Contact name* **First** Joshua **Last** Elicio
Contact email address* juelicio@ci.santa-fe.nm.us
Street address* 200 Lincoln Avenue
City* Santa Fe
State/Province* NM
Postal code* 87501-0909-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (505) 955-5576
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* **First** Bill **Last** Smith
Contact email address* wfsmith@santafenm.gov
Street address* 200 Lincoln Avenue
City* Santa Fe
State/Province* NM
Postal code* 87501-0909-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 505-955-6527
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Bill **Last** Smith
Contact email address* wfsmith@santafenm.gov
Phone* 505-955-6527
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* En Pointe Technologies Sales, LLC
Street address (PO boxes will not be accepted)* 18701 S. Figueroa St
City* Gardena
State/Province* CA
Postal code* 95818
Country* United States
Contact name* Software Admin
Phone* 508-203-3021
Contact email address* microsoftinfo@enpointe.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name* Steve DeAngelo
Printed title* operations specialist
Date* 11/2/18
** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft Enterprise Enrollment for O365 reseller is En Pointe a PCM Co.

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 11/14/18

APPROVED AS TO FORM:

11/15
11/9
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Citywide Business Units and line items

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID	Enrollment Number
0778267.002	

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	50	50	1.0	No	User Licenses

Products	Enterprise Quantity
O365 Gov Plans	
O365 GCC E3	50

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	50	50	0	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A

CTM

2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Enterprise

Sub 250 Program
Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. *On the first page of the Enrollment, the following is added after the second paragraph:*

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. *Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:*

a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. *Software Assurance renewal.*

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☐

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
<>	<>	<>

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2021

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

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

PRODUCER Marsh USA Inc. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 Attn: Phoenix.CertRequest@marsh.com CN101234622-STND-GAUW-21-22	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Insight Enterprises, Inc., and En Pointe IT Solutions, LLC 6820 Harl Avenue Tempe, AZ 85283	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Great Northern Insurance Company — 20303 **INSURER B :** N/A — N/A **INSURER C :** Sentry Insurance A Mutual Co — 24988 **INSURER D :** Sentry Casualty Company — 28460 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002456905-08 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [X] LOC OTHER:			3606-77-62	04/15/2021	04/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			7362-08-62	04/15/2021	04/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			90-05749-03 (AOS) 90-05749-04 (MA, WI, HI)	04/15/2021 04/15/2021	04/15/2022 04/15/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe is included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
Attn: David Tapia
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
of Marsh USA Inc.
Kenneth Chau

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: INSIGHT PUBLIC
DBA: INSIGHT PUBLIC

Business Location: 6820 S HARL AVE
GUADALUPE , AZ 85283

CRS Number: 02-960205-00-0

Owner: INSIGHT PUBLIC SECTOR INC.

License Number: 229398

License Type: Business License - Renewable

Issued Date: February 15, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: February 15, 2022

Fees Paid: $10.00

INSIGHT PUBLIC
6820 S HARL AVE
GUADALUPE , AZ 85283

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

Insight Contract_Amendment_3-for vendor review

Final Audit Report 2024-12-02

Created:	2024-12-02
By:	Hannah Bosarge (HANNAH.BOSARGE@INSIGHT.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT9jnTb3z73WIqPM64Up8yurg9JFywRM9

"Insight Contract_Amendment_3-for vendor review" History

Document created by Hannah Bosarge (HANNAH.BOSARGE@INSIGHT.COM)
2024-12-02 - 3:59:02 PM GMT- IP address: 20.94.167.121

Document emailed to Lisanne Steinheiser (lisanne.steinheiser@insight.com) for signature
2024-12-02 - 3:59:24 PM GMT

Email viewed by Lisanne Steinheiser (lisanne.steinheiser@insight.com)
2024-12-02 - 4:07:34 PM GMT- IP address: 198.187.200.254

Document e-signed by Lisanne Steinheiser (lisanne.steinheiser@insight.com)
Signature Date: 2024-12-02 - 4:07:50 PM GMT - Time Source: server- IP address: 198.187.200.254

Agreement completed.
2024-12-02 - 4:07:50 PM GMT

Insight Contract_Amendment_3-for vendor review - signed

Final Audit Report 2024-12-02

Created:	2024-12-02
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvOvlEe9mPFvGxDOHNnikcxQ6yMrQrgiS

"Insight Contract_Amendment_3-for vendor review - signed" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-12-02 - 4:33:23 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2024-12-02 - 4:34:44 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2024-12-02 - 4:34:53 PM GMT- IP address: 76.127.1.192

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2024-12-02 - 4:35:14 PM GMT - Time Source: server- IP address: 76.127.1.192

Agreement completed.
2024-12-02 - 4:35:14 PM GMT

Powered by Adobe Acrobat Sign

Insight Public Sector_Amend 3

Final Audit Report 2024-12-05

Created:	2024-12-04
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAvNZgMXK0hsmgQXk_XYC1hTX3WebC5WH4

"Insight Public Sector_Amend 3" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-12-04 - 9:51:14 PM GMT- IP address: 97.182.93.53

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-12-04 - 9:55:24 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-12-04 - 10:24:50 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-12-04 - 10:25:15 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
2024-12-04 - 10:25:21 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-12-05 - 5:45:24 AM GMT- IP address: 172.225.80.180

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-12-05 - 4:56:03 PM GMT- IP address: 63.232.20.2

Document declined by JoAnn Lovato (jdlovato@santafenm.gov)
Decline reason: City of SF should be the certificate holder on the COI.
2024-12-05 - 5:51:05 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2024

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

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

PRODUCER MARSH USA LLC. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 Attn: Phoenix.CertRequest@marsh.com CN101234622-STND-GAUW-24-25	**CONTACT NAME:** Kenneth Chau **PHONE (A/C, No, Ext):** 213-346-5000 **FAX (A/C, No):** 213-346-5935 **E-MAIL ADDRESS:** Phoenix.CertRequest@Marsh.com
INSURED Insight Enterprises, Inc Insight Public Sector, Inc. 2701 E. Insight Way Chandler, AZ 85286	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Great Northern Insurance Company — 20303 **INSURER B :** Federal Insurance Company — 20281 **INSURER C :** Sentry Insurance Company — 24988 **INSURER D :** Sentry Casualty Company — 28460 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002660672-07 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	3606-77-62	04/15/2024	04/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	7362-08-62	04/15/2024	04/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			7819-44-10	04/15/2024	04/15/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	90-05749-001 (AOS) 90-05749-002 (MA,WI,HI)	04/15/2024 04/15/2024	04/15/2025 04/15/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

City of Santa Fe their officials, officers, employees, and agents are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

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

Marsh USA LLC

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City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: **January 7, 2025**

TO: **Finance Committee, and Governing Body**

FROM: **James Harris, Airport Manager** JH

VIA: **Kelly Bynon, Administrative Manager** Kelly Bynon

ITEM AND ISSUE:

Request For Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,570,927 to Increase various orgs and Objects using U.S. Department of Transportation Federal Aviation Administration Grant 3-35-0037-055-2021.

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

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport was awarded a U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-055-2021 in the Amount of $1,570,927 in 2021. This grant was a Coronavirus Response Grant that was taken to and approved by governing body on May 12, 2021. The grant was not budgeted and therefore has not been used.

This grant will be sued for various purchases and services to include: Grant Compliance Services, TSA compliance, ARFF truck rental cost, vehicle outfitting, various WIP construction projects, airport related purchases such as runway light repairs, deice, and deicer equipment.

ACTION:

Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,570,927 to Increase various orgs and Objects using U.S. Department of Transportation Federal Aviation Administration Grant 3-35-0037-055-2021.

COMMITTEE REVIEW:

Finance Committee: 01/13/2025
Governing Body: 01/15/2025

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

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

DEPARTMENT / DIVISION NAME	DATE
Airport	1/7/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Service Contracts	5456050	510310	AIR2554514	120,000	
Repairs/Maintenance Grounds and Road	5456050	520200	AIR2554514	81,000	
Operating Supplies	5456050	530200	AIR2554514	449,927	
Equipment and Machinery Rental	5456050	562600	AIR2554514	50,000	
Vehicle Outfitting	5456050	570575	AIR2554514	30,000	
Vehicles > 1.5 tons	5456050	571000	AIR2554514	40,000	
WIP Construction	5450407	572970	AIR2554514	800,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Department of Transportation	5456050	490550	AIR2554514	(1,570,927)	
				$ -	$ -

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

To record Airport Coronovirus Response Grant #3-35-0037-055-2021 with was accepted and approved by Governing body on May 12, 202 but was never budgeted.

This grant will be used for various operational items at the Airport to include grant & TSA Compliance, runway lighting repairs, deice items, ARFF truck rental, new equipment and various construction projects.

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

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

Kelly Bynon — 1/7/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

James Harris (Jan 7, 2025 17:02 HST) — Jan 7, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Jan 8, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico
MEMO

DATE: April 13, 2021

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

VIA: _____
Regina Wheeler, Public Works Department Director

FROM: Mark Baca, C.M., Airport Manager MB

ISSUE:
Airport Coronavirus Response Grant Program (ACRGP) Grant Award No. 3-35-0037-055-2021 and Budget Amendment Resolution (BAR)

SUMMARY:
The Santa Fe Regional Airport has been offered a grant through ACRGP, identified as Grant No. 3-35-0037-055-2021 for the maximum obligation amount of $1,570,927. The end date for this grant is four (4) years from the date of acceptance and is a reimbursable grant 100% Federal cost (no matching funds required).

By accepting this grant, the City of Santa Fe will certify that the reimbursements sought are for purposes directly related to airport operations. Such purposes include the reimbursement of the airport operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Airport Coronavirus Response Grant Program (ACRGP). This grant may be used to reimburse operational and maintenance expenses directly related to the airport incurred no earlier than January 20, 2020, and also debt service payments that occur on or after December 27, 2020. ACRGP funds will be governed by the same requlations for "airport revenue". ACRGP funds may not fund any airport development program projects.

This is the second grant offered by the Federal Government in response to the COVID-19 pandemic. The City of Santa Fe's Governing Body accepted the CARES Act grant in the amount of $1,858,505.00 in May of 2020.

Should you have any questions, do not hesitate to contact me at ext. 2901.

ACTION:
Approval of Grant No. 3-35-0037-055-2021 and BAR as submitted.

Attachments:

Grant
Budget Amendment Resolution (BAR)

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
Louisiana,New Mexico

FAA ASW-640
10101 Hillwood Parkway
Fort Worth, TX 76177

CRRSA Transmittal Letter

April 7, 2021

The Honorable Allan Webber
200 Lincoln Avenue
Santa Fe, NM 87501

Dear Mr. Webber:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-35-0037-055-2021 for Santa Fe Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **May 21, 2021** in order for the grant to be valid.

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

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the ACRGP Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Lacey D Spriggs (Apr 7, 2021 07:38 CDT)

Lacey D. Spriggs
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date April 7, 2021

Airport/Planning Area Santa Fe Municipal Airport

ACRGP Grant Number 3-35-0037-055-2021

Unique Entity Identifier 069420818

TO: City of Santa Fe
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 19, 2021, for a grant of Federal funds at or associated with the Santa Fe Municipal Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Santa Fe Municipal Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Santa Fe Municipal incurred

no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,570,927, allocated as follows:

   $44,457 Primary KC2021

   $1,526,470 Primary KQ2021

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

   a. The Period of Performance:

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

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

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

   c. Close out and Termination.

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

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.

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

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

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

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 21, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

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

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

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

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

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

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

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

16. **Audits for Sponsors.**

    PRIVATE SPONSORS. When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.

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

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

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

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

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

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

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

18. **Ban on Texting While Driving.**

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

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

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

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

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

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

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –

A. Associated with performance under this ACRGP grant; or

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

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph A of this section:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal office or employee responsible for oversight of a grant program;
e. A court or grand jury;
f. A management office of the grantee or subgrantee; or
g. A Federal or State regulatory enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
   b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
   c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

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

Dated April 7, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Lacey D Spriggs (Apr 7, 2021 07:38 CDT)

(Signature)

Lacey D Spriggs

(Typed Name)

Manager, LA/NM Airports District Office

(Title of FAA Official)

Part II - Acceptance

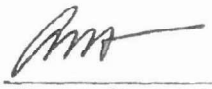
The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

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

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

Dated April 7, 2021

City of Santa Fe
(Name of Sponsor)



(Signature of Sponsor's Designative Official/Representative)

By: Alan Webber
(Type Name of Sponsor's Designative Official/Representative)

Title: Mayor
(Title of Sponsor's Designative Official/Representative)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at

By: _____

(Signature of Sponsor's Attorney)

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 13, 2021

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

GB MTG 05/12/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 16, 2021 11:23 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Alexis Lotero
Alexis Lotero (May 13, 2021 16:31 MDT)

MARY MCCOY, FINANCE DIRECTOR

Airport Operating / 5456050
Org.Name/Org.#

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

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

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
d. Hatch Act — 5 U.S.C. 1501, et. seq. [2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

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

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

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

Executive Orders

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

Federal Regulations

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

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

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

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

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

f. 29 CFR Part 1 – Procedures for predetermination of wage rates. [1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. [1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). [1]

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

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

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

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. [1]

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

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

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

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

1. **Purpose Directly Related to the Airport**

   It certifies that the reimbursement sought is for a purpose directly related to the airport.

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

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. **Good Title.**

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

4. **Preserving Rights and Powers.**

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

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. **Consistency with Local Plans.**

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

6. **Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. **Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. **Pavement Preventative Maintenance.**

   With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

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

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

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

10. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. **Veteran's Preference.**

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

12. **Operation and Maintenance.**

    a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

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

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

13. Hazard Removal and Mitigation.

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

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

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

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

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

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

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

"The **City of Santa Fe**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
   B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
   C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
   D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

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

22. **Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of February 19, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. **Access By Intercity Buses.**

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

24. **Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. **Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

☐

GB_GRANT 055 BAR

Final Audit Report 2025-01-08

Created:	2025-01-07
By:	Kelly Bynon (kabynon@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAA4FmfUPv-bT8YLwHNgq-Q1_wAv-acB2yu

"GB_GRANT 055 BAR" History

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2025-01-07 - 10:16:12 PM GMT

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2025-01-08 - 3:01:44 AM GMT- IP address: 174.202.3.181

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Signature Date: 2025-01-08 - 3:02:02 AM GMT - Time Source: server- IP address: 174.202.3.181

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Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Decline reason: Just a small correction - the revenue line should be 490550, not 590550. Since this is going to GB it needs to be corrected before it goes forward. thanks.
2025-01-08 - 4:56:07 PM GMT- IP address: 63.232.20.2

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City of Santa Fe, New Mexico
Memorandum

DATE: **December 16, 2024**

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

Via: **Randy Randall, Interim City Manager**
Emily Oster, Finance Director
Andy Hopkins, Budget Officer Andy Hopkins
Henri Hammond- Paul, Community Health & Safety Department Director HENRI HAMMOND-PAUL (Dec 16, 2024 16:50 MST)
Julie Sanchez, Youth and Family Services Division Director JULIE SANCHEZ (Dec 16, 2024 16:15 MST)

FROM: **Marcella Apodaca, Business Operations Manager** Marcella Apodaca

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ITEM AND ISSUE
Community Health and Safety respectfully requests your review and approval of a Budget Adjustment Resolution (BAR) in the total amount of $2,000,000 for site planning, development, or purchase of a building or property for non-congregate sheltering solutions.

BACKGROUND AND SUMMARY
In FY23 the Community Health and Safety Department received a one-time capital allocation to purchase property for a non-congregate sheltering solution. The initial purchase fell through. The following year another opportunity presented itself but again the property was sold during negotiations, the funding was left in the FY24 budget.

For FY25 a BAR is requested to increase budget in 2400122.572970 (WIP Construction) by $2,000,000 from the aforementioned unspent prior year appropriation in 1001001.510340 (Other Consulting) The Department is requesting the funding in the FY25 budget be moved to a capital expense object code so it can be used for site planning and development for alternative non-congregate shelter options.

Funds are allocated and will be spent by June 30, 2025.

FUNDING SOURCE
FY24 Budget Allocation of "Other Consulting" Funding

ORG Name/Number	CHS Admin/1001001
Object Name/Number	Other Consulting/510340

ATTACHMENTS
Budget Adjustment Request (BAR)
Munis Detail of Unspent FY24 Budget

Account Inquiry [CITY OF SANTA FE]

Account

Fund	100 GENFUND	Acct	100-30-10-1001-000-00-000-510340-		
Org	1001001 ComSvc Adm	Acct name	Other Consulting		Account Notes
Object	510340 Oth Cnsltg	Type	Expense	Status	Active
Project		Rollup	GFCSC	ComSvcAdminCNT	
		Sub-Rollup			

MultiYr Fund

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2024/13	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2025
Original Budget	2,000,000.00	.00	.00	.00
Transfers In	.00	134.59	.00	.00
Transfers Out	.00	-134.59	.00	.00
Revised Budget	2,000,000.00	.00	.00	.00
Actual (Memo)	.00	.00	16,105.01	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	2,000,000.00	.00	-16,105.01	.00
Percent used	.00	.00	.00	.00

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Youth and Family Division	12/16/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	2400122	572970		2,000,000	
Capital Transfer to Human Services Fund	1001001	760240		2,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer from General Fund	2400122	660100		(2,000,000)	
				$ 2,000,000	$ -

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

Re-Appropriation/Carry Forward Request from unspent FY24 budget for an FY25 BAR to Increase WIP Constuction for Site Planning and Development for Alternative Non-Congretate Shelter Options.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(2,000,000)
TOTAL:	**(2,000,000)**

Marcella Apdoaca — Prepared By *{print name}* — 12/16/2024 Date

JULIE SANCHEZ (Dec 16, 2024 16:15 MST) — Division Director Signature *{optional}* — Dec 16, 2024 Date

HENRI HAMMOND-PAUL (Dec 16, 2024 16:50 MST) — Department Director Signature — Dec 16, 2024 Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Budget Officer — Dec 16, 2024 Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

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

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

DEPARTMENT / DIVISION NAME	DATE
Finance / Budget	10/3/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
General Fund / GRT Administration Fee	1000001	561451		1,170,882	
Municipal (Transit/QOL) GRT Fund / GRT Administration Fee	2160001	561451		390,294	
Railyard GRT Fund / GRT Administration Fee	2160002	561451		97,574	
GCCC GRT Fund / GRT Administration Fee	2160003	561451		97,574	
Police GRT Fund / GRT Administration Fee	2230310	561451		7,191	
1/2% GRT Fund / GRT Administration Fee	3650001	561451		780,588	
Wastewater Fund / GRT Administration Fee	5000361	561451		7,191	
Environmental Services Fund / GRT Administration Fee	5100331	561451		97,574	
General Fund / Property Tax Administration Fee	1000001	561450		95,161	
GO Debt Service Fund / Property Tax Administration Fee	4000961	561450		19,707	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
General Fund / GRT Revenue	1000001	401300		(1,170,882)	
Municipal (Transit/QOL) GRT Fund / GRT Revenue	2160001	401500		(390,294)	
Railyard GRT Fund / GRT Revenue	2160002	401200		(97,574)	
GCCC GRT Fund / GRT Revenue	2160003	401200		(97,574)	
Police GRT Fund / GRT Revenue	2230310	401200		(7,191)	
1/2% GRT Fund / GRT Revenue	3650001	401400		(780,588)	
Wastewater Fund / GRT Revenue	5000361	401100		(7,191)	
Environmental Services Fund / GRT Revenue	5100331	401200		(97,574)	
General Fund / Property Tax Revenue	1000001	403100		(95,161)	
GO Debt Service Fund / Property Tax Revenue	4000961	403100		(19,707)	
				$ -	$ -

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

Allocation of Gross Receipts Tax (GRT) and Property Tax Administration Fees omitted from the FY25 budget due to a technical error (see attached memo).

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

Andy Hopkins 10/3/2024
Prepared By *{print name}*

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

Emily K. Oster
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

ALEXIS LOTERO (Oct 16, 2024 09:35 MDT)
Budget Officer Date

N/A
Finance Director *{≤ $5,000}* Date

N/A
City Manager *{≤ $60,000}* Date

CITY OF SANTA FE

FINANCE

DATE: October 3, 2024

TO: Governing Body

VIA: Emily Oster, Finance Director

FROM: Andy Hopkins, Budget Officer AJH

RE: Gross Receipts Tax/Property Tax Administration Fees

ITEM AND ISSUE:

The Budget Office requests approval of the attached Budget Amendment Resolution (BAR) to budget for administration fees payable on the City of Santa Fe's collections of Gross Receipts Tax (GRT) and Property Tax.

The City's GRT and Property Tax collections are subject to an administrative fee payable to the collecting agency to defray the costs of administering and collecting these taxes. For GRT, this fee reflects just under 3% of the State of New Mexico's collections of locally-imposed GRT remitted to the City, and is deducted from the amount of GRT revenue remitted to the City by the State. Similarly, the Property Tax administrative fee of 1% of total Property Tax collections is remitted to Santa Fe County, and deducted by the County from the Property Tax revenue that they remit to the City. Due to a technical error, these fees were omitted from the FY25 Budget.

This BAR will appropriate sufficient expenditure budget to allow for these fees to be properly recorded as expenses. In addition, because these expenses were budgeted and recorded as a net of revenue, splitting these expenses out from the revenue numbers will result in an increase of total revenue collections for GRT and Property Tax by the amount of the fees imposed.

RECOMMENDATION:

The Budget Office requests and recommends approval of the attached BAR to enable the proper accounting for GRT and Property Tax administrative fees in the FY25 budget.

CITY OF SANTA FE

Memorandum

Date: November 20, 2024

To: Governing Body, Finance Committee, Quality of Life Committee, and Public Works and Utilities Committee

From: Andréa Salazar, City Clerk AS

RE: Adoption of Open Meetings Act Notice Requirements for 2025

EXECUTIVE SUMMARY:
The proposed Resolution adopts reasonable notice requirements for the City's policymaking bodies for 2025, pursuant to the New Mexico Open Meetings Act (OMA). The Resolution will sunset when the Governing Body adopts its 2026 Open Meetings Act resolution.

BACKGROUND:
OMA, NMSA 1978, Sections 10-15-1 to -4, requires that public bodies adopt reasonable notice requirements for their public meetings at least annually. As a result, each year the Governing Body adopts a Resolution adopting notice requirements for that year.

ATTACHMENTS:
Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2024-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

ADOPTING ANNUAL OPEN MEETINGS ACT NOTICE REQUIREMENTS FOR 2025.

WHEREAS, the New Mexico Open Meetings Act ("Open Meetings Act"), NMSA 1978, §§ 10-15-1 to – 4, requires that public bodies "determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body"; and

WHEREAS, the Open Meetings Act governs the City of Santa Fe's ("City's") Governing Body and the Governing Body's subordinate policymaking bodies; and

WHEREAS, the Governing Body desires to comply with the Open Meetings Act by adopting its notice requirements for the City's policymaking bodies; and

WHEREAS, the Governing Body seeks to give annual notice to the public of its determination, pursuant to NMSA 1978, Section 10-15-1(D), that a seventy-two (72) hour notice prior to its regular and special meetings is reasonable and that it deems that the same notice is reasonable for the meetings of its subordinate policymaking bodies.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The applicability of the Open Meetings Act to the City's policymaking bodies is recognized.

Section 2. The notice requirements set forth below are hereby adopted.

A. The City shall give a minimum of seventy-two (72) hours' notice of all regular and special meetings of the Governing Body and its subordinate policymaking bodies.

B. The notice shall include the date, time, place(s) of the planned meeting (multiple places may be included in the notice when one or more online options for "attending" the meeting are available), and a list of the specific items of business to be discussed or transacted at the meeting or information about how the public may obtain a copy of such an agenda.

C. The City shall make the notice available to the public and news media through reasonable means, including posting on the City's website, and providing it to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice.

D. Agendas shall be posted on the City's website.

Section 3. Regular Meetings of the Governing Body

A. Unless otherwise specified, including in subsection B below, regular meetings of the Governing Body shall be held as follows:

i. On the second and last Wednesday of each month.

ii. In the City Council Chambers of the municipal building of the City, located at 200 Lincoln Avenue, Santa Fe.

B. When it is difficult or impossible for members of the Governing Body to meet in person, they may participate virtually pursuant to SFCC 1987, Section 1-

9.

C. To the extent possible, meetings will be broadcast via the City's YouTube channel and other media as available, such as the City's Government Channel on Comcast Channel 28 or Comcast Channel HD928, and on the radio from KSFR 101.1 FM.

Section 4. Special Meetings

A. The City shall provide a minimum of 72 hours' notice of all special meetings of the Governing Body and its subordinate policymaking bodies.

B. Unless otherwise specified, special meetings are held at the same place as regular meetings. The date, time, and place of a special meeting shall appear on the agenda and be made available to the public and news media through reasonable means including posting on the City's website.

C. The agenda shall be posted on the City's website.

D. When it is difficult or impossible for members of the Governing Body to meet in person, they may participate virtually pursuant to SFCC 1987, Section 1-9.

E. To the extent possible, meetings will be broadcast via the City's YouTube channel and other media as available, such as the City's Government Channel on Comcast Channel 28 or Comcast Channel HD928, and on the radio station KSFR 101.1 FM.

Section 5. Quasi-Judicial Committees and Subordinate Policymaking Bodies

A. The Governing Body hereby requires that every quasi-judicial committee, board, or commission, including but not limited to the planning commission, historic design review board, and board of adjustment, follow the same notice requirements as the Governing Body, and as provided in this resolution and the

Open Meetings Act.

B. The Governing Body of the City hereby requires that all other policymaking boards, commissions, and committees follow the same notice requirements as provided by the Open Meetings Act.

Section 6. Emergency Meetings

A. Pursuant to its procedural rules, the Governing Body or subordinate policymaking body may call, with, if possible, up to 24 hours' notice, a meeting to consider any matter that, if not addressed immediately, will likely result in injury or damage to persons or property or significant financial loss to the City. When possible, the City will provide 24-hour telephonic notice to all media who normally cover City meetings before the emergency meeting commences.

B. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Unless there is a State or national emergency already declared for the same reasons, within ten (10) days of taking action on an emergency matter, the City will notify the Attorney General's Office that the emergency meeting took place.

Section 7. Term

This Resolution shall sunset upon adoption of the 2026 Open Meetings Act Resolution, making it unnecessary to rescind.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ATTEST: ALAN WEBBER, MAYOR

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Open Meetings Act 2025

FIR No. 10635.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Open Meetings Act 2025

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): City Clerk

Staff Completing FIR: Andréa Salazar, City Clerk **Date:** 11/20/2024 **Phone:** (505) 955-6327

Reviewed by City Attorney: [signature] **Date:** Dec 6, 2024

Reviewed by Finance Director: Emily K. Oster **Date:** Dec 6, 2024

Summary:
The purpose of this Resolution is to comply with the Open Meetings Act (OMA) by adopting annual OMA notice requirements for 2025. The Resolution shall sunset upon adoption of the 2026 Open Meetings Act resolution.

Departments Affected:
Governing Body, City Clerk's Office, and Departments supporting policy making bodies.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the Governing Body would fail to comply with the OMA requirement that it adopt notice requirements for meetings governed by the OMA.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Resolution sunsets upon the adoption of the 2026 Open Meetings Act resolution.

Performance and Administrative Implications:
Compliance with the OMA is required for the decisions of policy making bodies to be final and binding.

Fiscal Implications:
OMA does not require stenographers, but it does require minutes and funds for stenographers who take minutes come from the General Fund and are included in the City Clerk's budget for FY25.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$38,700	$38,700	$38,700				
Operating	$	$	$				$
Total:	$	$	$				$116,100

Expenditure Narrative:
The City Clerk's Office allocated $38,700 for stenographer costs associated with providing minutes to certain committees including Governing Body, Planning Commission, Historic Districts Review Board, Archaeological Review Committee and Board of Adjustment.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Andrea Salazar

Email: asalazar@santafenm.gov

CITY OF SANTA FE
CITY ATTORNEY

Date: December 5, 2024

To: Governing Body

From: Rebecca Mnuk-Herrmann, Assistant City Attorney

Via: Erin K. McSherry, City Attorney EM

RE: Land Use Appeal No. 2024-8666

I. INTRODUCTION

On July 8, 2024, Karl Sommer, Agent for Ferran Properties LLC ("Appellant") filed a verified appeal petition ("Petition"), asking the Planning Commission to overturn a land use director decision to decline to take enforcement action against a business located at 7625 Baca Lane, which the Petition describes as "Mr. G's Auto Sales, LLC aka Mr. G's Pro Tow" (Petition, Exh. 1, p.1).

The Land Use Director ("Director") and City Attorney's Office ("CAO") reviewed Appellants' appeal petition for conformity with the legal requirements set forth in the Santa Fe City Code ("SFCC" or "Code") Section 14-3.17. After their review, the Director and CAO determined that there was no basis for appeal, because there was no final action. The Director and CAO therefore recommend that the Governing Body deny the appeal without a public hearing.

II. ANALYSIS

SFCC 1987, Section 14-3.17 governs appeals. Under this section, the Director must "promptly review all appeals for conformity with the requirements of Section 14-3.17." SFCC 1987, § 14- 3.17(D)(6). If the Director determines that an appeal does not conform to the requirements of Section 14-3.17, the City's Code dictates that the Director refer that determination to the CAO for review. *See* SFCC 1987, § 14-3.17(D)(6). If the CAO agrees with the Director, the CAO is required to prepare a written recommendation for discussion by the Governing Body. *Id.* § 14- 3.7(D)(6)(a). If the Governing Body accepts the recommendation, the "decision is final and may be appealed to district court." *Id.* If the Governing Body disagrees with the recommendation, the case is scheduled for an appeal hearing. *See id.*

The Director and CAO reviewed Appellants' appeal petition for conformity with the legal requirements set forth in Section 14-3.17. It provides that "[o]nly final actions may be appealed." SFCC § 14- 3.17(A)(1)(a). **Critically, the Code states specifically that final action does *not* include "a decision not to take**

enforcement action." SFCC 1987, § 14- 3.17(A)(1)(d)(iv). Therefore, a decision not to take enforcement action is not a final action and is not appealable.

"Rules and regulations adopted by city ordinance have the force of law." *Apodaca v. AAA Gas Co.*, 2003-NMCA-085, 48, 134 N.M. 77, 73 P.3d 215. "Having the force of law, municipal rules and regulations impose a standard and a duty to comply with that standard." *Id*. The City's Code specifically prohibits appeals of decisions not to take enforcement action.

After their review, the Director and CAO determined that there was no appealable, final action. The CAO concurs with the Director's determination that the appeal does not conform to the legal requirements of Section 14-3.17(D)(2). The Director and CAO therefore recommend that the Governing Body deny the appeal without a public hearing.

V. CONCLUSION

For the reasons described above, the CAO recommends that the Governing Body deny the appeal without a public hearing.

If the Governing Body accepts this recommendation, the City's decision is final and may be appealed to district court. *See* SFCC 1987, § 14-3.17(D)(6)(a). If the Governing Body does not accept this recommendation, the appeal will be set for a public appeal hearing before the Governing Body in accordance with Chapter 14 of the SFCC. *See id*.

VI. OPTIONS FOR MOTIONS

There are two options for motions, as follows:

- I move to accept the recommendation of the City Attorney's Office and deny the appeal without a public hearing. The City's decision is final and may be appealed to the district court.

- I move to reject the recommendation of the City Attorney's Office and to set the appeal for a public hearing before the Governing Body in accordance with Chapter 14 of the Santa Fe City Code.

EXHIBITS:

Exhibit 1, Petition, with attachments. Petition attachments include:

1. "Exhibit A to Verified Appeal of Ferran Properties Inc."
2. Letter from Jason Kluck to Karl Sommer, dated 6/21/24, Re: Request to confirm legal non-conforming status of Mr. G's located at 7625 Baca Lane, Santa Fe, New Mexico
3. Email From Karl H. Sommer to Heather Lamboy, dated July 8, 2024, regarding appeal payment confirmation
4. "Proof of Service" by Manny Maestas, dated July 9, 2024
5. Certified Mail Receipt, addressed to Brian Gutierrez, 7625 Baca Lane, Santa Fe NM 87507
6. Santa Fe County – Development Review Division – Development Permit Application – dated 4/2/1999
7. Baca Industrial Park Plat

Signature: 

Email: ramnukherrmann@santafenm.gov

Signature: 

Email: ekmcsherry@santafenm.gov

LUD Use Only

Time Filed: 2:55p
Fee paid: $ 200
Receipt attached:)

(date stamp)
Received by
Heather Lamboy
7/8/2024 2:55pm
Heather Lamboy

VERIFIED APPEAL

PETITION

Two originals of this form must be filed. The Land Use Department Director or his/her designee will enter the date and time of receipt and initial both originals. See Section 14-3.17(D) SFCC 2001 for the procedure.

Appellant Information

Name: FERRAN PROPERTIES, LLC
Last First M.I.

Address: 7617 BACA LANE
Street Address Suite/Unit #

SANTA FE NM 87507
City State ZIP Code

Phone: (505) 780 2993 E-mail Address: chuckhdms@mac.com

Additional Appellant Names:

Correspondence Directed to: ☐ Appellant ☐ Agent ☐ Both

Agent Authorization (if applicable)

I/We: LEO CHARLES FERRAN, MANAGER OF FERRAN PROPERTIES, LLC

authorize KARL W. SOMMER to act as my/our agent to execute this application

Signed: Leo Charles Ferran Date: 7-2-2024

Signed: Date:

Subject of Appeal

Project Name: APPEAL OF DENIAL OF COMPLAINT - LUD DECISION

Applicant or Owner Name: FERRAN PROPERTIES, LLC

Location of Subject Site: 7625 BACA LANE SANTA FE 87507

Case Number: Permit Number (if applicable):

Final Action Appealed:

☐ Issuance of Building Permit ☒ Other Final Determination of LUD Director

Final Action of Board or Commission (specify): ☐ Planning Commission ☐ Board of Adjustment ☐ BCD-DRC ☐ HDRB

Basis of Standing (see Section 14-3.17(B) SFCC 2001):

FERRAN PROPERTIES, LLC, OWNS PROPERTY NEXT TO 7625 BACA LANE

Basis for Appeal: ☒ The facts were incorrectly determined ☒ Ordinances/laws were violated and/or misrepresented

Description of the final action appealed from, and date on which final action was taken:

SEE EXHIBIT A

☒ Check here if you have attached a copy of the final action that is being appealed.

Description of Harm

Describe the harm that would result to you from the action appealed from (attach additional pages if necessary):

SEE EXHIBIT A

Explain the Basis for Appeal

Please detail the basis for Appeal here (be specific):

SEE EXHIBIT A

Signature and Verification

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 2001. Failure to meet these standards may result in the rejection or postponement of my application. I also certify that I have met with the City's Current Planning staff to verify that the attached proposal is in compliance with the City's zoning requirements.

Appellant Signature: _____ Date: 7/2/2024

Agent Signature: _____ Date: 7/2/2024

State of New Mexico)
) ss.
County of Santa Fe)

I/We Leo Charles Feeral, being first duly sworn, depose and say: I/We have read the foregoing appeal petition and know the contents thereof and that the same are true to my/our own knowledge.

Appellant's

_____
Signature

_____
Signature

Leo Charles Feeral
Print Name

_____
Print Name

Subscribed and sworn to before me this 2 day of July, 2024

STATE OF NEW MEXICO
NOTARIAL OFFICER
KARL H. SOMMER
NEW MEXICO
STATE BAR # 4846

_____
NOTARY PUBLIC

My commission expires:

EXHIBIT A
TO VERIFIEDAPPEAL OF FERRAN PROPERTIES, LLC

The following are the responses required to be included with the Verified Appeal Petition filed on July 5, 2024, by Ferran Properties, LLC, a New Mexico limited company ("**Appellant**"):

Description of the final action from, and date on which final action was taken:

Appellant takes this appeal from the "final action" of the Planning and Land Use Department Director Jason Kluck dated June 26, 2024, which final action declined to take any enforcement action against Mr. G's Auto Sales, LLC, aka Mr. G's Pro Tow (Mr. G's). A copy of the final action is attached hereto as Attachment No. 1. The final action arising out of a complaint that Mr. G's is creating a public nuisance under the SFCC 1987 10-9 (et seq.) and the request to declare Mr. G's operations an illegally expanded and illegal non-conforming use under the Extraterritorial Zoning Ordinance, the ELUA Ordinance No. the Extraterritorial Land Use Authority Ordinance 2009-01 ("SPPAZO"), and SFCC 1987 § 14-10 (et seq.)

Describe the harm that would result to you from the action appealed from (attach additional pages if necessary).

Appellant owns the property located at 1716 Baca Lane, Santa Fe, New Mexico. Mr. G's illegal operation located at 7625 Baca Lane includes the parking of junk vehicles, the storage of equipment and junk vehicles, the storage and parking of equipment within Baca Lane, which is a roadway subject to a public easement, and the general conduct of Mr. G's business outside the boundaries of Mr. G's property. This illegal use of Baca Lane interferes with access to Appellant's property, Appellant's use of Baca Lane, and the ability of emergency vehicles to reach and service Appellant's property. Mr. G's illegal use has caused and continues to cause physical damage Appellant's property, including without limitation, damage to Appellant's fencing around its property. Furthermore, as detailed below, Mr. G's use constitutes a nuisance by allowing an illegally non-conforming use to continue to operate.

Please detail the basis for Appeal here (be specific):

A. Mr. G's Operates an Illegally Non-Conforming Business

Appellant's property and Mr. G's property are located within the "Baca Industrial Park". When the Baca Industrial Park was created in 1994, the property lay outside the municipal city limits of the City of Santa Fe and was subject to the joint planning and zoning regulations of the Extraterritorial Zoning Ordinance (the "EZO"), and the platting subdivision regulations of the County of Santa Fe. Pursuant to those zoning and platting regulations, the then-owner of the property, Richard Baca, applied for and obtained a final subdivision plat and final development plan entitled "Baca Industrial Park" and "Final Development Plan", recorded in the records of the Santa Fe County Clerk on February 23, 1995, as Document No. 859539, in Plat Book 297, Pages 005-006. (the "Final Plat and Development Plan" or the "Final Plat" or "Final Plan") The Final Plat and Development Plan zoned the property for certain approved uses and created

"Baca Lane" – a privately owned and maintained road subject to "public use". The Final Plan provided the following restriction and requirements:

> DEVELOPMENT OF INDIVIDUAL LOTS
>
> THE OWNER OF EACH LOT MUST PREPARE A DEVELOPMENT PLAN INDICATING THE TYPE OF USE, BUILDING LAYOUT, TRAFFIC CIRCULATION AND CONFORMANCE WITH THE STANDARDS OF THIS DEVELOPMENT PLAN. THIS DEVELOPMENT PLAN WILL BE SUBMITTED TO SANTA FE COUNTY LAND USE ADMINISTRATION FOR REVIEW AND APPROVAL BEFORE CONSTRUCT/ON MAY COMMENCE ON ANY LOT.

Hence, the EZO required every use in the Baca Industrial Park to fall within the approved use list in Final Plan and required every owner to obtain a development plan approval for each and every use proposed within the Baca Industrial Park

On March 30, 1999, Mr. G's Pro-Tow LLC purchased Lot 4 within the Baca Industrial Park. On June 6, 1999, Mr. G's Pro-Tow, LLC, obtained Development Permit No. 99-3111 allowing for the conduct an "office and automobile towing and storage yard" use on Lot 4. No other permit were obtained by Mr. G's for any additional uses on Lot 4. Between 1999 and 2009, Mr. Gutierrez expanded (without the required permits) the commercial uses of the property to include a recycling center, scrap metal business, and auto-crushing/dismantling business. On September 17, 2009, the property was zoned I-1 pursuant to Extraterritorial Land Use Authority Ordinance 2009-01, which zoning is still in effect. A recycling center is not an allowed use in the I-1 zone. No permit was obtained from the City for the use. Mr. G's has been operating an illegally expanded business since 2009, which includes automobile crushing, scrap metal recycling, and automobile dismantling. Mr. G's conducts these illegal activities within Baca Lane – both on Mr. G's Lot 4 and within Baca Lane.

The illegally expanded commercial operation do not constitute a legally non-conforming use under SFCC 1987 10-1(A) and 14-12.1. The final action misapplies these sections of the applicable land use regulation contain in SFCC 1987, and the resulting final action means that the illegal activities of Mr. G's will continue unabated to the extreme harm and detriment of Appellant.

B. Mr. G's Operation Constitutes a Public Nuisance

Mr. G's illegal activities as described herein create a "public nuisance" (as defined in SFCC 1987 § 10-9), because they threaten harm to the public comfort, health, peace, well-being or safety and Mr. G's is knowingly creating, performing, or maintaining anything affecting any number of citizens without lawful authority that is both (1) injurious to public health, safety, or well-being, and (2) interferes with the exercise and enjoyment of public rights, including the right to use public or private property.

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

06/21/2024

Karl Sommer
125 Lincoln Ave. Suite 221
P. O. Box 2476
Santa Fe, New Mexico 87504-2476
Office Phone: (505) 989-3800
Cell Phone: (505) 577-0492
Fax: (505) 288-3601
karls@sommerkarnes.com

Re: Request to confirm legal non-conforming status of Mr. G's located at 7625 Baca Lane, Santa Fe, New Mexico

Dear Mr. Sommer,

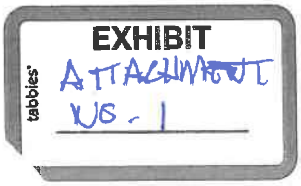
Per your request this morning, I am confirming that Mr. G's Auto Sales, LLC, aka Mr. G's Pro Tow (Mr. G's), located at 7625 Baca Lane is a licensed business with legal non-conforming status for wrecker/towing service and auto salvage/recycling uses, and that no enforcement action will be taken regarding these current uses.

Analysis of the zoning and use status of the property at 7625 Baca Lane, Santa Fe, New Mexico:

Under the City's current zoning regulations, automobile salvage (including wrecking yards, junkyards and salvage operations) is permitted in general industrial (I-2) zoning districts, but is not a permitted use in light industrial (I-1) zoning districts. (See SFCC 1987 14-6.1, Table of Permitted Uses.) Consequently, use of land in an I-1 zoned area for auto salvage is designated as Nonconforming. The subject property lies within the I-1 zoning district.

Mr. G's has been in continuous operation at the current location as a State licensed auto dismantler since the year 2000. The Development Plan for the subject property recorded on March 31st, 1994 lists "Industrial Operation and Use" and "Auto, Truck, and Boat Service and Repair" as allowed uses within the Baca Industrial Park where the subject property resides.

Joe Catanach, Senior Technical Review Specialist with the Santa Fe County Land Use department issued a letter on June 12th, 2006 to the NMTRD, MVD affirming that "wrecker service and auto recycler" were



included as allowed uses on the subject property, and that those uses were in conformance with County zoning regulations and the approved development plan.

The property had been under continual use and operation as an auto salvage facility when it was annexed into the City of Santa Fe in 2013, and was previously subject to Ordinance 2009-01, Subdivision, Platting, Planning and Zoning Rules, ("SPPAZO") which conferred zoning rights upon the subject property as granted by Santa Fe County.

Therefore, Mr. G's Auto Sales, LLC ("Mr. G's), located at 7625 Baca Lane, a Towing and Scrap Metal Auto Recycling establishment, having held a standard business license with the City of Santa Fe since 2012 for its current operation, in addition to the reasons outlined above, is deemed subject to the regulations of SFCC 1987 14-10.1: Nonconformities, and is currently designated with a legally nonconforming use status under those regulations.

Sincerely,

Jason M. Kluck

Planning and Land Use Department Director
City of Santa Fe, Planning and Land Use Department
200 Lincoln Avenue
Santa Fe, NM 87504
O: (505)955-6729
C: (505)795-2347
E: jmkluck@santafenm.gov

Cc: Rebecca Mnuk-Herrmann, Assistant City Attorney
Heather Lamboy, Assistant Land Use Director, Planning
Thomas Graham, Assistant Land Use Director, Development

From: Karl H. Sommer
To: LAMBOY, HEATHER L.
Subject: Fwd: Payment Confirmation - Santa Fe, NM
Date: Monday, July 8, 2024 4:06:00 PM

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.

Sent from my iPhone

Begin forwarded message:

From: noreply@mygovpay.com
Date: July 8, 2024 at 3:59:04 PM MDT
To: "Karl H. Sommer" <karls@sommerkarnes.com>
Subject: Payment Confirmation - Santa Fe, NM

Santa Fe, NM

Payment Confirmation

Payment Date	Monday, July 8, 2024
Order Number	57790

Line Items

Invoice #	Item Description	Quantity	Unit Price	Total Price
INV-00083691	NONE	1	$200.00	$200.00

Item Total	$200.00
Order Total	**$200.00**

Thank you for your payment,

Santa Fe, NM

Proof of Service

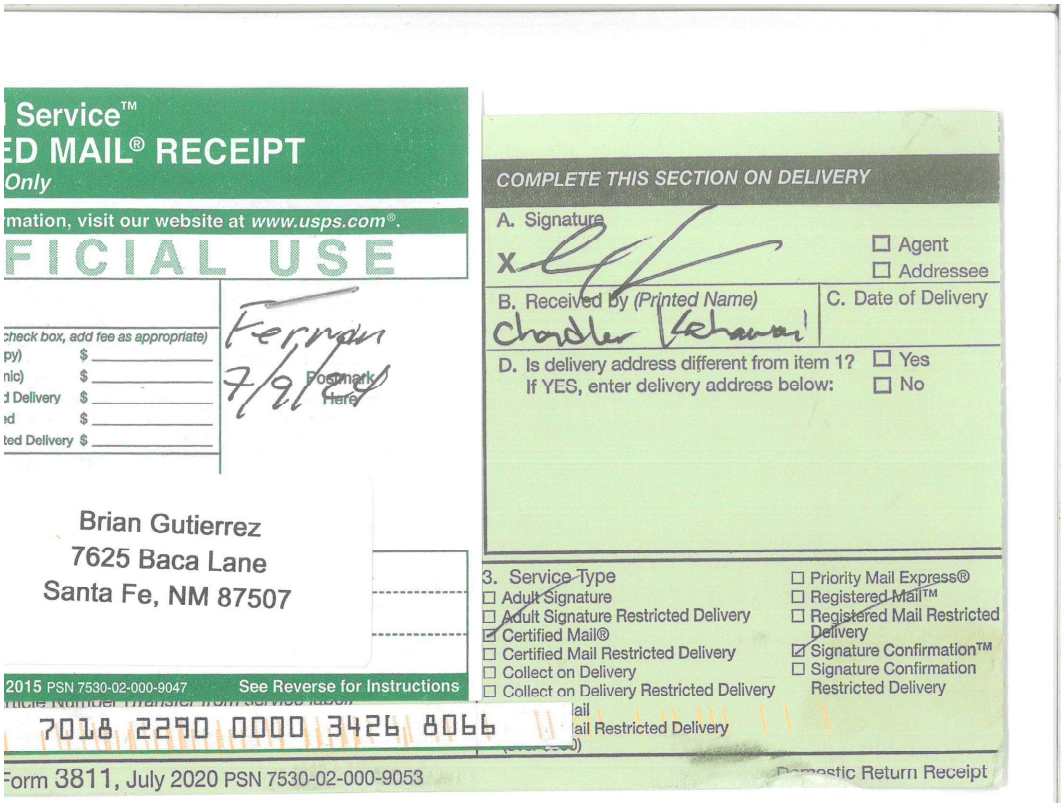
I, Manny Maestas, Manager/Owner of ASAP Priority Legal Courier Service, do hereby state under oath that I served the Verified Petition of Appeal (Reference No. 2024-008666-APPL on Invoice No. INV-00083691)in the Case No. 2024-008666-APPL Brian Gutierrez, owner of Mr. G's Pro Tow, LLC, at 7625 Baca Lane, Santa Fe, New Mexico 87507, the 9 day of July 2024, at approximately 5:02 a.m./(p.m.)

Manny Maestas
Manager/Owner
ASAP Priority Legal Courier Service

Subscribed and sworn to before me on this 9 day of July 2024, by Manny Maestas, Manager/Owner of ASAP Priority Legal Courier Service.

Notarial Officer

STATE OF NEW MEXICO
NOTARY PUBLIC
PATRICIA MAESTAS
Commission # 1039169
My Comm. Exp. 11/21/25



Service™
ED MAIL® RECEIPT
Only
mation, visit our website at www.usps.com®.
FICIAL USE
check box, add fee as appropriate)
py) $
nic) $
d Delivery $
d $
ted Delivery $
Postmark Here
7/9/25
Brian Gutierrez
7625 Baca Lane
Santa Fe, NM 87507
2015 PSN 7530-02-000-9047 See Reverse for Instructions
7018 2290 0000 3426 8066
Form 3811, July 2020 PSN 7530-02-000-9053
COMPLETE THIS SECTION ON DELIVERY
A. Signature
X
Agent
Addressee
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No
3. Service Type
Adult Signature
Adult Signature Restricted Delivery
Certified Mail®
Certified Mail Restricted Delivery
Collect on Delivery
Collect on Delivery Restricted Delivery
Priority Mail Express®
Registered Mail™
Registered Mail Restricted Delivery
Signature Confirmation™
Signature Confirmation Restricted Delivery
Domestic Return Receipt

Book 1624 Pages 376-380

SANTA FE COUNTY - DEVELOPMENT REVIEW DIVISION
DEVELOPMENT PERMIT APPLICATION

DP # 99-311 APPLICANT PLEASE FILL OUT FRONT PAGE ONLY APPLICATION DATE 4-2-99

APPLICANT INFORMATION

OWNER NAME: Mr. G's Pro-Tow L.L.C. (Brian Patrick Gutierrez - member)
(LAST) (FIRST) (MIDDLE)

MAILING ADDRESS: P.O. Box 16679 Santa Fe nm 87506
STREET OR P.O. NUMBER CITY STATE ZIP

HOME PHONE (505) 989 - 1111 WORK PHONE (505) 471 - 6969

AGENT / CONTRACTOR NAME :

AGENT / CONTRACTOR ADDRESS:
STREET OR P.O. NUMBER CITY STATE

AGENT HOME PHONE ( ) - AGENT WORK PHONE ( ) -

PROJECT INFORMATION

DESCRIPTION: OFFICE AND AUTOMOBILE STORAGE YARD (TOWING SERVICE)

DEV. PLAN

PROPERTY INFORMATION

NAME OF PREVIOUS OWNER: RICHARD BACA

PREVIOUS DEED RECORDED AS - Deed Book 1624 Page: 376-380
PREVIOUS PLAT RECORDED AS - Plat Book 297 Page: 004-006

COUNTY RURAL ADDRESS: 7625 BACA LANE
This address is available from the Santa Fe County Rural Addressing Dept. 988-6330

LEGAL DESCRIPTION - Township: 16 N Range: 8 E Section: 11 Q1 Q2 Q3

ACREAGE .76 NUMBER OF PROPOSED LOTS — NUMBER OF EXISTING DWELLING UNITS 1
(SECURITY / CARETAKER) OFFICE

SUBDIVISION BACA INDUSTRIAL PARK

Grant/Claim UNIT: TRACT: Block: Lot: 4

******** All of the above information is true and accurate to the best of my knowledge *********

Applicant signature: Brian Patrick Gutierrez Member Date: 06-04-99

COUNTY ASSESSOR CERTIFICATION

PROPERTY LOCATION ID: 5 8 9 0 2 0 6 4

UPC: — - —
HENCEFORTH, LAND WILL CONTINUE TO BE ASSESSED UNDER THE ABOVE LOCATION ID WITH ADDITIONAL/NEW LOCATION ID NUMBERS IF/AS NEEDED.

ASSESSED PRIOR TO 19— CERTIFIED THIS DAY OF , 19—

ASSESSOR ASSIGNED REPRESENTATIVE DATE:

COUNTY TREASURER CERTIFICATION

TAXES PAID TO DATE:

TAXES NOT PAID FOR: AMOUNT DUE: $

TREASURER ASSIGNED REPRESENTATIVE DATE:

PROJECT TYPE: D L N D

PLAT RECORDED AS: Plat book 297 Page 005

REVIEWED BY DATE 6-9-99

PERMITS ISSUED MUST BE KEPT ON DEVELOPMENT SITE

REQUIRED SUBMITALS AND ZONING CHECKLIST (for office use only)

DP # 99-311 APPLICANT NAME: BRIAN GUTIERREZ APPLICATION DATE 4-2-99

☐ MSRD	☑ SURVEY PLAT	☑ SITE PLAN	☑ PROOF OF TAXES
☑ WARRANTY DEED	☑ SIGNAGE PLAN	☑ DRAINAGE PLAN	☐ WATER METER PROOF
☑ TERRAIN PLAN	☑ SEPTIC PERMIT	☐ WELL PERMIT	☐ PRE-CODE DEED
☑ VICINITY MAP	☑ PROOF OF OWNERSHIP	☐ POSTING CERTIFIC.	☐ PREVIOUS APPROV PLAT
☐ ARCHAEOLOGICAL SURVEY	☐ GEOHYDROLOGY REPORT	☐ TRAFFIC STUDY AND IMPACT SURVEY	☑ FIRE PROTECTION PLAN
☑ LANDSCAPING PLAN	☑ LIGHTING PLAN	☐	☐

PROJECT INFORMATION (CHECK ALL THAT APPLY)

JURISDICTION:	CO / EZ2 / EZ5	ARCH. DISTRICT:	LOW / MED / HIG	HYDROLOGIC ZONE:	B / E / M / H
URBAN AREA:	YES / NO	COMM. DISTR.:	1 / 2 / 3 / 4 / 5	TRAD. COMM. MAP#:	N/A
METRO AREA:	YES / NO	FLOOD ZONE:	A / AE / X	HISTORIC ZONE:	YES / NO
HIGHWAY:	YES / NO	PANEL NO.	—	CULTURAL DISTR.:	YES / NO

☐ SUBDIVISION TYPE I	☐ ZONING	☐ MINING	☐ RESIDENTIAL
☐ SUBDIVISION TYPE II	☑ DEVELOPMENT PLAN	☐ LARGE SCALE RESID.	☐ MOBILE HOME PARK
☐ SUBDIVISION TYPE III	☐ MASTER PLAN	☐ COMM SERV. FACIL.	☐ DIVISION OF LAND
☐ SUBDIVISION TYPE IV	☐ COMMERCIAL	☐ OTHER DEVELOPMENT	☐ FAMILY TRANSFER
☐ VARIANCE	☑ INDUSTRIAL	☐ SPECIAL EXCEPTION	☐ BOUNDARY SURVEY
☐ APPEAL	☐ MIXED USE	☐ NON-CONFORMING USE	☐ BURIAL PLAT
☐ PRELIMINARY	☐ LOT LINE ADJUSTMENT	☐ LOT CONSOLIDATION	☐ EASEMENT SURVEY
☐ FINAL	☐ PLAT AMENDMENT	☐ EXPANSION NON-CONF.	☐ EASEMENT VACATION

WATER RESTRICTIONS REQUIRED: YES / NO COMMUNITY WATER SYSTEM NAME SANGRE DE CRISTO

CONFORMS TO DENSITY REQUIREMENTS: N/A

MEETS CODE REQUIREMENTS: N/A

REVIEWED BY: _____ DATE SUBMITTALS COMPLETE: 6-9-99

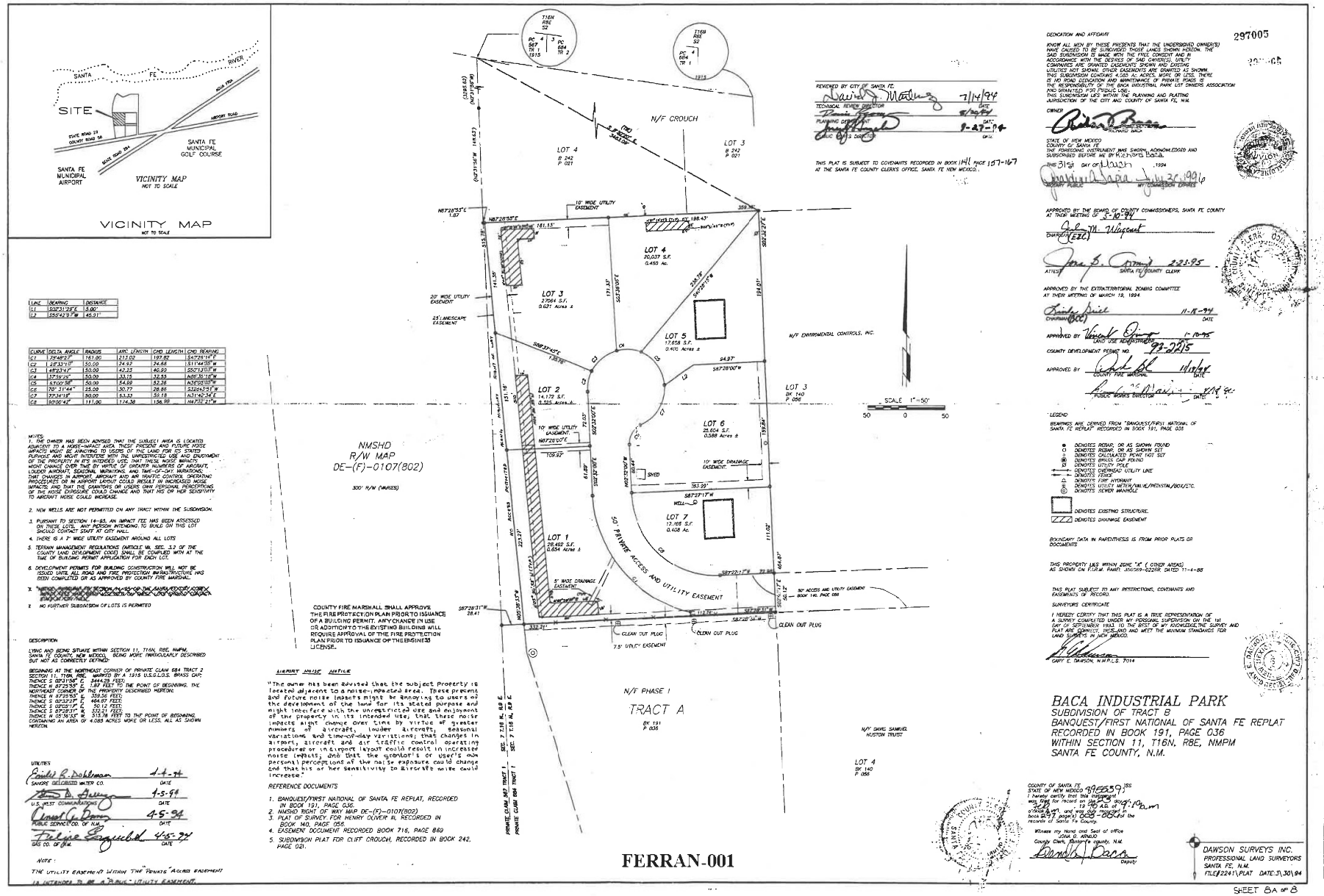
APPLICATION STATUS: APPROVED COMMUNITY REVIEW DATE: _____

STAFF COMMENTS:

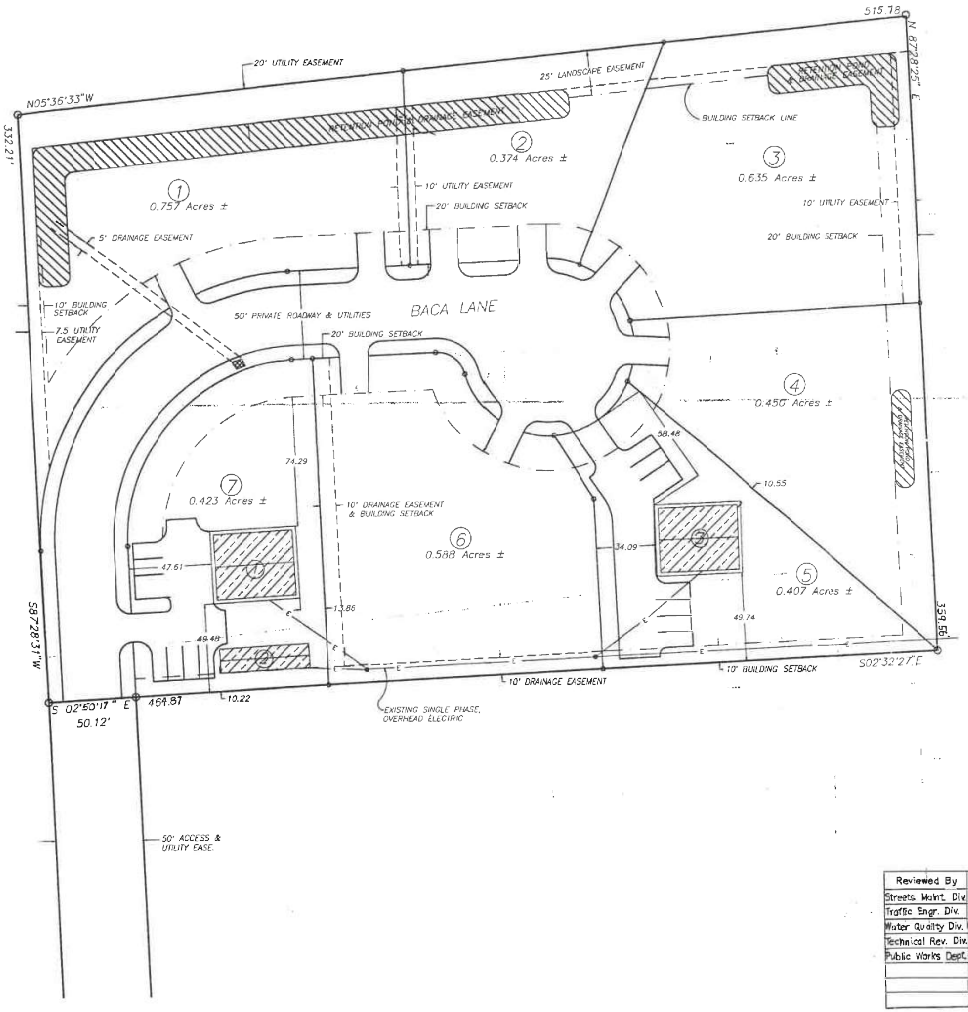
(1) IN COMPLIANCE WITH DEV. PLAN STANDARDS

(2) IN ACCORDANCE WITH APPROVED MASTER PLAN

Date development approval issued: _____ (6-9-99) DEV. REVIEW SPECIALIST III SE COUNTY


VICINITY MAP
NOT TO SCALE
SITE
SANTA FE
RIVER
AIRPORT ROAD
STATE ROAD 599
COUNTY ROAD 56
STATE ROAD 466
SANTA FE MUNICIPAL GOLF COURSE
SANTA FE MUNICIPAL AIRPORT
VICINITY MAP
NOT TO SCALE
T16N R8E S2
PC 4 TR 1 1915
PC 3 PC 684 TR 2
PC 4 PC 684 TR 1
1915
N/F CROUCH
LOT 4
B 242 P 021
LOT 3
B 242 P 021
(S85°E) (DIST. PER PLAT)
(N0°31'56"W 1440.0')
N87°28'53"E 1.07
S.F.P.E. (TYP.) 30' RADIUS
S45°00'00"E 42.43'
10' WIDE UTILITY EASEMENT
N87°28'53"E
359.36'
S02°32'07"E
194.01'
181.15'
S87°27'07"W 198.43'
R=50.00'
Δ=244°36'18" (CCW)
20' WIDE UTILITY EASEMENT
25' LANDSCAPE EASEMENT
LOT 4
20,037 S.F.
0.460 Ac.
LOT 3
2,764 S.F.
0.021 Acres ±
LOT 5
17,658 S.F.
0.405 Acres ±
N/F ENVIRONMENTAL CONTROLS, INC.
S88°37'07"E
138.76'
94.97'
S87°28'00"W
LOT 3
BK 140
P 096
LOT 2
14,172 S.F.
0.325 Acres ±
LOT 6
25,604 S.F.
0.588 Acres ±
10' WIDE UTILITY EASEMENT
N87°20'07"E
108.92'
S02°32'07"E
73.03'
10' WIDE DRAINAGE EASEMENT
S87°27'17"W
WELL
SHED
S87°27'17"W
183.39'
LOT 7
17,766 S.F.
0.408 Ac.
LOT 1
28,492 S.F.
0.654 Ac. ±
50' PRIVATE ACCESS AND UTILITY EASEMENT
5' WIDE DRAINAGE EASEMENT
S87°27'17"W
111.02'
50' ACCESS AND UTILITY EASEMENT BOOK 140, PAGE 088
S87°28'31"W
28.41
N00°38'37"W
332.71'
S87°27'17"W
112.76'
S87°28'53"W
56.12'
CLEAN OUT PLUG
CLEAN OUT PLUG
7.5' UTILITY EASEMENT
N/F PHASE 1
TRACT A
BK 191
P 036
N/F DAVID SAMUEL HUSTON TRUST
LOT 4
BK 140
P 088
PRIVATE CLAIM 684 TRACT 1
SEC. 7 T16 N., R8 E.
SEC. 7 T16 N., R8 E.
SCALE 1"=50'
50 0 50
NMSHD R/W MAP DE-(F)-0107(802)
300' R/W (VARIES)
LINE BEARING DISTANCE
L1 S02°31'29"E 5.00'
L2 S55°42'9"W 45.91'
CURVE DELTA ANGLE RADIUS ARC LENGTH CHD LENGTH CHD BEARING
C1 75°46'27" 151.00 213.02 197.82 S40°26'19"E
C2 28°33'17" 50.00 24.93 24.66 S11°44'35"W
C3 148°23'47" 50.00 42.23 46.80 S50°13'15"W
C4 37°59'26" 50.00 33.15 32.53 N68°35'16"W
C5 61°00'58" 50.00 54.89 52.26 N35°03'38"W
C6 70° 21'44" 25.00 30.77 28.86 S32°43'51"W
C7 77°34'18" 90.00 53.53 50.18 N31°42'34"E
C8 51°00'42" 111.00 174.38 156.98 N47°57'21"W
NOTES:
1. THE OWNER HAS BEEN ADVISED THAT THE SUBJECT AREA IS LOCATED ADJACENT TO A NOISE-IMPACT AREA. THESE PRESENT AND FUTURE NOISE IMPACTS MIGHT BE ANNOYING TO USERS OF THE LAND FOR ITS STATED PURPOSE AND MIGHT INTERFERE WITH THE UNRESTRICTED USE AND ENJOYMENT OF THE PROPERTY IN IT'S INTENDED USE. THAT THESE NOISE IMPACTS MIGHT CHANGE OVER TIME BY VIRTUE OF GREATER NUMBERS OF AIRCRAFT, LOUDER AIRCRAFT, SEASONAL VARIATIONS AND TIME-OF-DAY VARIATIONS; THAT CHANGES IN AIRPORT, AIRCRAFT AND AIR TRAFFIC CONTROL OPERATING PROCEDURES OR IN AIRPORT LAYOUT COULD RESULT IN INCREASED NOISE IMPACTS, AND THAT THE GRANTORS OR USERS OWN PERSONAL PERCEPTIONS OF THE NOISE EXPOSURE COULD CHANGE AND THAT HIS OR HER SENSITIVITY TO AIRCRAFT NOISE COULD INCREASE.
2. NEW WELLS ARE NOT PERMITTED ON ANY TRACT WITHIN THE SUBDIVISION.
3. PURSUANT TO SECTION 14-8.5, AN IMPACT FEE HAS BEEN ASSESSED ON THESE LOTS. ANY PERSON INTENDING TO BUILD ON THIS LOT SHOULD CONTACT STAFF AT CITY HALL.
4. THERE IS A 7' WIDE UTILITY EASEMENT AROUND ALL LOTS
5. TERRAIN MANAGEMENT REGULATIONS (ARTICLE VII, SEC. 3.3 OF THE COUNTY LAND DEVELOPMENT CODE) SHALL BE COMPLIED WITH AT THE TIME OF BUILDING PERMIT APPLICATION FOR EACH LOT.
6. DEVELOPMENT PERMITS FOR BUILDING CONSTRUCTION WILL NOT BE ISSUED UNTIL ALL ROAD AND FIRE PROTECTION INFRASTRUCTURE HAS BEEN COMPLETED OR AS APPROVED BY COUNTY FIRE MARSHAL.
7. [redacted]
8. NO FURTHER SUBDIVISION OF LOTS IS PERMITTED
COUNTY FIRE MARSHALL SHALL APPROVE THE FIRE PROTECTION PLAN PRIOR TO ISSUANCE OF A BUILDING PERMIT. ANY CHANGE IN USE OR ADDITION TO THE EXISTING BUILDING WILL REQUIRE APPROVAL OF THE FIRE PROTECTION PLAN PRIOR TO ISSUANCE OF THE BUSINESS LICENSE.
DESCRIPTION
LYING AND BEING SITUATE WITHIN SECTION 11, T16N, R8E, NMPM, SANTA FE COUNTY, NEW MEXICO, BEING MORE PARTICULARLY DESCRIBED BUT NOT AS CORRECTLY DEFINED:
BEGINNING AT THE NORTHEAST CORNER OF PRIVATE CLAIM 684 TRACT 2 SECTION 7, T16N, R8E, MARKED BY A 1915 U.S.G.L.O.S. BRASS CAP;
THENCE 1. S00°38'37"E, 344.29 FEET;
THENCE 2. S87°28'53"E, 1.07 FEET TO THE POINT OF BEGINNING, THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED HEREON;
THENCE 3. S02°32'07"E, 359.36 FEET;
THENCE 4. S01°27'17"W, 464.97 FEET;
THENCE 5. S09°51'17"W, 50.12 FEET;
THENCE 6. S87°28'31"W, 332.71 FEET;
THENCE 7. N05°58'33"W, 515.78 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 4.085 ACRES MORE OR LESS, ALL AS SHOWN HEREON.
AIRPORT NOISE NOTICE
"The owner has been advised that the subject Property is located adjacent to a noise-impacted area. These present and future noise impacts might be annoying to users of the development of the land for its stated purpose and might interfere with the unrestricted use and enjoyment of the property in its intended use; that these noise impacts might change over time by virtue of greater numbers of aircrafts, louder aircrafts, seasonal variations and time-of-day variations; that changes in airport, aircraft and air traffic control operating procedures or in airport layout could result in increased noise impacts; and that the grantor's or user's own personal perceptions of the noise exposure could change and that his or her sensitivity to aircraft noise could increase."
REFERENCE DOCUMENTS
1. BANQUEST/FIRST NATIONAL OF SANTA FE REPLAT, RECORDED IN BOOK 191, PAGE 036.
2. NMSHD RIGHT OF WAY MAP DE-(F)-0107(802)
3. PLAT OF SURVEY FOR HENRY OLIVER III, RECORDED IN BOOK 140, PAGE 088.
4. EASEMENT DOCUMENT RECORDED BOOK 716, PAGE 869
5. SUBDIVISION PLAT FOR CLIFF CROUCH, RECORDED IN BOOK 242, PAGE 021.
UTILITIES
Paula P. Dahlman 1-4-94
SANTA CLARA WATER CO. DATE
[illegible] 1-5-94
U.S. WEST COMMUNICATIONS DATE
Robert L. Bara 4-5-94
PUBLIC SERVICE CO. OF N.M. DATE
Felipe Esquibel 4-5-94
DAS CO. OF N.M. DATE
NOTE:
THE UTILITY EASEMENT WITHIN THE "PRIVATE" ACCESS EASEMENT IS INTENDED TO BE A "PUBLIC" UTILITY EASEMENT.
REVIEWED BY CITY OF SANTA FE
TECHNICAL REVIEW DIRECTOR 7/14/94 DATE
PLANNING DEPARTMENT DIRECTOR 8/29/94 DATE
PUBLIC WORKS DIRECTOR 9-27-94 DATE
THIS PLAT IS SUBJECT TO COVENANTS RECORDED IN BOOK 191 PAGE 157-167 AT THE SANTA FE COUNTY CLERK'S OFFICE, SANTA FE, NEW MEXICO.
297005
DEDICATION AND AFFIDAVIT
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) HAVE CAUSED TO BE SUBDIVIDED THOSE LANDS SHOWN HEREON. THE SAID SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER(S). UTILITY COMPANIES ARE GRANTED EASEMENTS SHOWN AND EXISTING UTILITIES NOT SHOWN. OTHER EASEMENTS ARE GRANTED AS SHOWN. THIS SUBDIVISION CONTAINS 4.085 Ac. ACRES, MORE OR LESS. THERE IS NO ROAD DEDICATION AND MAINTENANCE OF PRIVATE ROADS IS THE RESPONSIBILITY OF THE BACA INDUSTRIAL PARK LOT OWNERS ASSOCIATION AND STRANTED FOR PUBLIC USE.
THIS SUBDIVISION LIES WITHIN THE PLANNING AND PLATING JURISDICTION OF THE CITY AND COUNTY OF SANTA FE, N.M.
OWNER
Robert L. Bara
ROBERT BARA
STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME BY ROBERT BARA.
THIS 31st DAY OF March, 1994
NOTARY PUBLIC
MY COMMISSION EXPIRES July 26, 1994
APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, SANTA FE COUNTY AT THEIR MEETING OF 5-10-94
CHAIRMAN (EZBC)
ATTEST SANTA FE COUNTY CLERK 2-23-95
APPROVED BY THE EXTRATERRITORIAL ZONING COMMITTEE AT THEIR MEETING OF MARCH 19, 1994
CHAIRMAN (EZBC) 11-8-94 DATE
APPROVED BY LAND USE ADMINISTRATOR 1-10-95
COUNTY DEVELOPMENT PERMIT NO. 93-2315
APPROVED BY COUNTY FIRE MARSHAL 11/10/94 DATE
PUBLIC WORKS DIRECTOR DATE
LEGEND
BEARINGS ARE DERIVED FROM "BANQUEST/FIRST NATIONAL OF SANTA FE REPLAT" RECORDED IN BOOK 191, PAGE 036
● DENOTES REBAR, OR AS SHOWN FOUND
○ DENOTES REBAR, OR AS SHOWN SET
◉ DENOTES CALCULATED POINT NOT SET
⊙ DENOTES SPIKE, OR AS SHOWN
DENOTES UTILITY POLE
DENOTES OVERHEAD UTILITY LINE
DENOTES FENCE
DENOTES FIRE HYDRANT
DENOTES UTILITY METER/VALVE/PEDESTAL/BOX/ETC.
DENOTES SEWER MANHOLE
DENOTES EXISTING STRUCTURE.
DENOTES DRAINAGE EASEMENT
BOUNDARY DATA IN PAREN'THESIS IS FROM PRIOR PLATS OR DOCUMENTS
THIS PROPERTY LIES WITHIN ZONE "A" (OTHER AREAS) AS SHOWN ON F.I.R.M. PANEL 350189-0228B, DATED 11-4-88
THIS PLAT SUBJECT TO ANY RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.
SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF A SURVEY COMPLETED UNDER MY PERSONAL SUPERVISION ON THE 1st DAY OF SEPTEMBER 1993 TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND PLAT ARE CORRECT, TRUE AND MEET THE MINIMUM STANDARDS FOR LAND SURVEYS IN NEW MEXICO.
GARY E. DAWSON, N.M.P.L.S. 7014
BACA INDUSTRIAL PARK
SUBDIVISION OF TRACT B
BANQUEST/FIRST NATIONAL OF SANTA FE REPLAT
RECORDED IN BOOK 191, PAGE 036
WITHIN SECTION 11, T16N, R8E, NMPM
SANTA FE COUNTY, N.M.
COUNTY OF SANTA FE, STATE OF NEW MEXICO, 1995 JAN 23 PM 3:59
I hereby certify that this instrument was filed for record on the 23rd day of January, 19 95 A.D. at 3:59 P.M. and was duly recorded in book 247 page(s) 868 - 869 of the records of Santa Fe County.
Witness my Hand and Seal of office
IDNA G. ARMIJO
County Clerk, Santa Fe County, N.M.
Deputy
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
SANTA FE, N.M.
FILE# 2241\PLAT DATE: 3\30\94
FERRAN-001
SHEET 8A of 8

297006



SITE DATA

AREA OF TRACT: 4.261 ACRES

SURVEY BOUNDRY INFORMATION BASED ON BANQUEST/FIRST NATIONAL OF SANTA FE REPLAT, RECORDED BOOK 191, PAGE 036, OCTOBER 14,1988 DOCUMENT # 661755

① DESCRIPTION OF USE:

OCCUPIED BY OWNER: RICHARD BACA
USE: CONTRACTING YARD AND MANUFACTURING OF PREFORMED CONCRETE PRODUCTS
GROSS BUILDING AREA: 2000 SQ. FT.

REQUIRED PARKING:

USE	REQUIRED PARKING
1500 SQ. FT. WAREHOUSE	3 SPACES
500 SQ. FT. OFFICE	2 SPACES
2 EMPLOYEES	2 SPACES
TOTAL	7 SPACES

② SECURITY TRAILER

③ DESCRIPTION OF USE

LEASED BY ANOMA LAMPS INC.
USE: DISTRIBUTION OF SPECIALTY OILS
GROSS BUILDING AREA: 2000 SQ. FT.

REQUIRED PARKING

USE	REQUIRED PARKING
1500 SQ. FT. WAREHOUSE	3 SPACES
500 SQ. FT. OFFICE	2 SPACES
2 EMPLOYEES	2 SPACES
TOTAL	7 SPACES

BUILDING STANDARDS

MAXIMUM LOT COVERAGE:	30%
MAXIMUM BUILDING HEIGHT:	36'
NUMBER OF LOTS:	7
SMALLEST LOT:	.374 ACRES ±
LARGEST LOT:	.757 ACRES ±
BUILDING SETBACKS:	5' FROM SIDE YARDS & AS SHOWN ON PLAN

DRAINAGE

DRAINAGE MUST BE CONSTRUCTED ACCORDING TO THE DRAINAGE AND GRADING PLAN PREPARED BY JORGE GONZALEZ AND ASSOCIATES, SHEET 4 OF THE 8 SHEET PLAN SET.

DEVELOPMENT OF INDIVIDUAL LOTS

THE OWNER OF EACH LOT MUST PREPARE A DEVELOPMENT PLAN INDICATING THE TYPE OF USE, BUILDING LAYOUT, TRAFFIC CIRCULATION AND CONFORMANCE WITH THE STANDARDS OF THIS DEVELOPMENT PLAN. THIS DEVELOPMENT PLAN WILL BE SUBMITTED TO SANTA FE COUNTY LAND USE ADMINISTRATION FOR REVIEW AND APPROVAL BEFORE CONSTRUCTION MAY COMMENCE ON ANY LOT.

ARTICLE VII, SEC.3.2 OF THE COUNTY LAND DEVELOPMENT CODE (TERRAIN MANAGEMENT REGULATIONS) SHALL BE COMPLIED WITH AT THE TIME OF BUILDING PERMIT APPLICATION FOR EACH LOT.

IMPACT FEES

PURSUANT TO SECTION 14-95 OF THE SANTA FE CITY CODE, IMPACT FEES HAVE BEEN ASSESSED ON LOTS WITHIN THIS DEVELOPMENT. ANY PERSON INTENDING TO BUILD ON THESE LOTS SHOULD CONTACT STAFF AT CITY HALL.

WELLS

NO NEW WELLS ARE PERMITTED ON ANY LOT WITHIN THIS DEVELOPMENT

DISPOSAL OF SOLID WASTE

IT SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS' ASSOCIATION TO PRIVATELY CONTRACT WITH A WASTE DISPOSAL COMPANY DULY AUTHORIZED AND LICENSED TO DO BUSINESS IN SANTA FE COUNTY.

SOLID AND HAZARDOUS WASTE

EACH LOT OWNER MUST SUBMIT A SOLID WASTE PLAN TO THE COUNTY CONCURRENT WITH AN APPLICATION FOR DEVELOPMENT PLAN APPROVAL ON THE LOT, INDICATING THE METHOD FOR COLLECTION AND DISPOSAL OF SOLID WASTE FROM THE SITE. ANY TRANSPORTATION OF HAZARDOUS MATERIALS TO OR FROM THE LOT MUST BE DISCLOSED TO THE COUNTY LAND USE DEPARTMENT, EITHER AT THE TIME THE APPLICATION FOR DEVELOPMENT PLAN APPROVAL IS SUBMITTED TO THE COUNTY OR PRIOR TO ISSUANCE OF COUNTY BUSINESS LICENSE FOR A CHANGE OF BUSINESS WITHIN AN EXISTING BUILDING ON A LOT.

WASTE WATER

EACH LOT MUST CONNECT TO THE 8" SEWER LINE LOCATED ALONG THE WESTERN BOUNDARY OF THE DEVELOPMENT. THE CITY LIQUID WASTE DIVISION, PUBLIC WORKS DEPARTMENT, SHALL BE NOTIFIED PRIOR TO THE CONNECTION. EACH OWNER MAY BE REQUIRED TO REIMBURSE THE DEVELOPER WHO CONSTRUCTED THE 8" SEWER LINE BASED ON A PRO-RATA SHARE OF THE COST OF THE SEWER LINE.

LOTS SHALL BE SERVED BY SEPERATE SEWER SERVICE. LATERAL LINES SHALL CONFORM TO THE U.P.C.

ROADS

PRIVATE ACCESS ROADS SHALL BE DEVELOPED IN COMPLIANCE WITH SECTION 3.5.2 F3 OF THE EXTRATERRITORIAL SUBDIVISION REGULATIONS.

USE LIST

THE FOLLOWING USES ARE PROPOSED FOR THE BACA INDUSTRIAL PARK:

OFFICES
MANUFACTURING
ASSEMBLY OF PRODUCTS PRODUCES OFF-SITE
VETERINARY ESTABLISHMENTS
COMMERCIAL, RECREATIONAL USES AND STRUCTURES
INDUSTRIAL OPERATION AND USES
RETAIL ESTABLISHMENTS OR RETAIL WHICH IS INCIDENTAL TO OFFICE AND MANUFACTURING USES
WHOLESALE MERCHANDISING AND DISTRIBUTION
HAIL RECAPPING AND RETREADING
LUMBER YARDS
AUTO, TRUCK AND BOAT SERVICE AND REPAIR
MOBILE HOMES WHICH ARE SECURITY TRAILER; NOT TO EXCEED ONE (1) FOR THE PARK
WAREHOUSE, INCLUDING SELF STORAGE UNITS

Reviewed By	Approval	Date
Streets Maint. Div.	n/a	
Traffic Engr. Div.	NA	
Water Quality Div.	NA	
Technical Rev. Div.		
Public Works Dept.	NA	

REVISIONS	DATE

EAM 7/14/94

JAMES W. SIEBERT AND ASSOCIATES, INC.
915 MERCER STREET • SANTA FE, NEW MEXICO 87501
(505) 983-5588 FAX (505) 989-7313

BACA INDUSTRIAL PARK

FINAL DEVELOPMENT PLAN

SCALE	DATE	SHEET
1" = 30'	AUG. 1993	7
DRAWN BY:	REVISED 7/15/94	OF 8
CHECKED BY:	FILE NAME BACADEV	

CITY OF SANTA FE

Memorandum

Date: November 5, 2024

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

From: Regina Wheeler, Public Works Department Director RW

RE: Authorized Representatives and Agents for DFA, Appropriation ID number I3321 and NMDOT Control Number C5243321

EXECUTIVE SUMMARY:
The Resolution designates authorized representatives and agents for New Mexico Department of Finance and Administration (DFA), appropriation ID Number I3321 and New Mexico Department of Transportation (NMDOT) Control Number C5243321 ("Grant Agreement"). The Grant Agreement makes available one hundred thousand dollars ($100,000), appropriated by the New Mexico State Legislature for a project to acquire rights of way for and to plan, design, and construct a pedestrian underpass on Saint Michael's Drive, a New Mexico Rail Runner Express railroad crossing, and a Santa Fe Rail Trail crossing.

BACKGROUND:
The project was ranked 18th in priority on the City's 2025-2029 Infrastructure Capital Improvement Plan. The total cost of the project is estimated at eight million dollars ($8,000,000), and, to date, four million nine hundred eighty-five thousand dollars ($4,985,000) has been funded.

The New Mexico Department of Transportation, through Article X. B. (v) of the Grant Agreement, requires that the City of Santa Fe as the grantee, to agree that the "governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment". Adoption of this Resolution will satisfy this requirement and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body for action separate from this Resolution; and this Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2024-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS FOR NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, APPROPRIATION ID NUMBER I3321, NEW MEXICO DEPARTMENT OF TRANSPORTATION CONTROL NUMBER C5243321, TO ACQUIRE RIGHTS OF WAY FOR AND TO PLAN, DESIGN, AND CONSTRUCT A PEDESTRIAN UNDERPASS ON SAINT MICHAEL'S DRIVE.

WHEREAS, in the Laws of 2024, Senate Bill 275, the New Mexico Legislature made an appropriation to the New Mexico Department of Transportation ("NMDOT"), for funds from which NMDOT is making available to the City of Santa Fe ("Grantee") through the New Mexico Department of Finance and Administration Appropriation Number I3321, NMDOT Control Number C5243321 ("Agreement"), incorporated as Attachment A, in the amount of one hundred thousand dollars ($100,000), to acquire rights of way for and to plan, design, and construct a pedestrian underpass at the intersection of Saint Michael's Drive, a New Mexico Rail Runner Express railroad crossing, and a Santa Fe Rail Trail crossing in the city of Santa Fe and Santa Fe County; and

WHEREAS, the Governing Body adopted Resolution No. 2023-32 which identified St. Michael's Rail Trail Underpass Project as number eighteen on the Infrastructure and Capital Improvement plan for Fiscal Year 2025-2029; and

WHEREAS, Article X. B. (v) of the Agreement, states that "the Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment"; and

WHEREAS, Item Number 5, page 16 of 16 of "NMDOT Attachment A" of the Agreement, states that the Grantee shall "adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project"; and

WHEREAS, in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize its current State Capital appropriations; and

WHEREAS, as a result of the DFA's position, the City entered into an intergovernmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, that whenever written notices, including written decisions, are to be given or received, related to the Agreement, the following provisions shall apply:

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: Alan Webber

Title: Mayor

Address: PO Box 909

Santa Fe, NM, 87504-0909

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 Payment for permissible expenditures:

Grantee: City of Santa Fe

Name: Felicity Fonseca

Title: Community Development Director, North Central New Mexico Economic Development District

Address: 644 Don Gaspar Ave.

Santa Fe, NM 87505

Email: felicityf@ncnmedd.com

Telephone: (505) 356-9098

BE IT FURTHER RESOLVED that the Grantee supports the project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the project, as limited by law, including the limitations in the New Mexico Tort Claims Act.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/C5243321 St. Michaels Rail Trail Underpass

Attachment A

Contract Number: _____
Vendor Number: 0000054360
Control Number: C5243321

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, hereinafter called the "Grantee". This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2024, SB 275, Chapter 66, Section 33, Subsection 91, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID I3321 NMDOT Control Number C5243321 **$100,000**
APPROPRIATION REVERSION DATE: 6/30/2028
Laws of 2024, Chapter 66, Section 33, Subsection 91, One Hundred Thousand Dollars and No Cents ($100,000), to acquire rights of way for and to plan, design and construct a pedestrian underpass at the intersection of Saint Michael's drive, a New Mexico rail runner express railroad crossing and a Santa Fe rail trail crossing in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed One Hundred Thousand Dollars and No Cents $100,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, (), which equals () (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or
b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: David Chapman
Title: Grants Administrator
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 5 Office
Name: Amanda Nino
Title: Capital Outlay District Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Amanda.Nino@dot.nm.gov
Telephone: 505-660-6357

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. **Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. **Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. **Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

DEPARTMENT OF TRANSPORTATION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

_____
By: Aaron Frankland or Designee

Its: Deputy General Counsel

_____
Date

CITY OF SANTA FE:

SEE PAGE 13 OF AGREEMENT

_____

ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Nov 5, 2024 13:35 MST)

_____

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

EMILY OSTER, FINANCE DIRECTOR

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I.	**Grantee Information**	**II.**	**Payment Computation**
	(Make sure information is complete & accurate)	A.	Payment Request No.
A.	Grantee:	B.	Grant Amount:
B.	Address:	C.	AIPP Amount *(If Applicable)*:
	(Complete Mailing, including Suite, if applicable)	D.	Funds Requested to Date:
		E.	Amount Requested this Payment:
		F.	Reversion Amount (If *Applicable*):
	City State Zip	G.	Grant Balance:
C.	Phone No:	H.	☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)
D.	Grant No:	I.	☐ Final Request for Payment (*if Applicable*)
E.	Project Title:		
F.	Grant Expiration Date:		

III. **Fiscal Year :** _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)	**Grantee Representative**
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer	Date	Division Project Manager	Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____,_____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NMDOT ATTACHMENT A

The City of Santa Fe shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Santa Fe shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRA DES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 to -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.

M. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing

and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follows:

To: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Item #24-0132

Munis Contract#_____
Original Contract Item#___23-0688____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
AMENDMENT No. 1 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 1 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

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

1. PURPOSE:

Article A of the Agreement is amended to add an additional twenty-two (22) Capital appropriations as seen on Exhibit A.

2. COMPENSATION:

Article D, of the Agreement is amended in its entirety as follows:

NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from these Capital appropriations to make such payments.

3. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber (Mar 14, 2024 10:01 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 14, 2024

NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

DATE: Feb. 20. 2024

ATTEST:

Geralyn Cardenas (Mar 14, 2024 11:32 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 03/13/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 16, 2024 13:08 MST)

SENIOR ASSISTANT CITY ATTORNEY

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Agency	Bond Series
22-G2419	2022	Jemez Road Construction	$ 400,000	6/30/2026	NMED	STB23SC
22-G3010	2022	SF Fire Fleet Equip / Upgrade Improv	$ 120,000	6/30/2026	DFA	STB23SC
22-G3012	2022	Harrison Rd Improve Construct	$ 100,000	6/30/2026	DFA	STB23SC
22-G3016	2022	Homebound Meals Program Improve	$ 200,000	6/30/2026	DFA	STB23SC
22-G3017	2022	Midtown Property Infra Improve	$ 1,100,000	6/30/2026	DFA	STB23SC
22-G3018	2022	SWAN Park Phase 2 Construct	$ 380,000	6/30/2026	DFA	STB23SC
22-G3019	2022	Tierra Contenta Trail Improve	$ 300,000	6/30/2026	DFA	STB23SC
22-G3165	2022	Median Beautify Phase 1 Design	$ 1,170,000	6/30/2026	DOT	STB23SC
22-G3169	2022	Governor Miles Rd. Construct	$ 300,000	6/30/2026	DOT	STB23SC
22-G3170	2022	Pacheco Street Improve	$ 150,000	6/30/2026	DOT	STB23SC
G22-5353	2022	Mary Esther Gonzales Senior Ctr- Equip	$ 235,630	6/30/2026	ALTSD	STB22SC- GO Bonds
G22-5354	2022	Pasatiemo Senior Ctr- Equip	$ 65,805	6/30/2026	ALTSD	STB22SC- GO Bonds
23-H3200	2023	Santa Fe Building Upgrade	$ 210,000	6/30/2027	DFA	General Fund
23-H3201	2023	SF Fire Station #2 Construction	$ 3,995,000	6/30/2027	DFA	General Fund
23-H3202	2023	SF Homebound Meals Faculty Ren	$ 200,000	6/30/2027	DFA	General Fund
23-H3203	2023	SF Midtown Infa. Improvement	$ 4,900,000	6/30/2027	DFA	General Fund
23-H3204	2023	SF Muni Rec Sports Cmplx Field Const.	$ 50,000	6/30/2027	DFA	General Fund
23-H3205	2023	SF Pickleball Cmplx Ft. Marcy Constr.	$ 650,000	6/30/2027	DFA	General Fund
23-H3206	2023	SF SWAN Park Phase 2 Improvement	$ 2,400,000	6/30/2027	DFA	General Fund
23-H3207	2023	SF Water History Park Improvement	$ 350,000	6/30/2027	DFA	General Fund
23-H3359	2023	Governor Miles Road Improvement	$ 210,000	6/30/2027	DOT	General Fund
23-H3360	2023	Pacheco Street Improvement	$ 350,000	6/30/2027	DOT	General Fund

Munis Contract#_____
Original Contract Item#___23-0688_____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
AMENDMENT No. 2 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 2 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

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

1. PURPOSE:

Article A of the Agreement is amended to add an additional three (3) capital appropriations as seen on Exhibit B.

2. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber (Apr 11, 2024 21:17 MDT)

ALAN WEBBER, MAYOR

DATE: Apr 11, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

April 2, 2024

DATE:

ATTEST:

GERALYN CARDENAS (Apr 12, 2024 09:03 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 04/10/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 4, 2024 09:38 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT B

23-ZH9298	for Santa Fe to purchase security cameras and security systems at municipal parks	$	95,000.00
23-ZH9300	to purchase equipment and to provide arson investigation training to fire department three in Santa Fe	$	125,000.00
23-ZH9401	for sanitization and deep cleaning of all municipal swimming pools in Santa Fe	$	75,000.00

Original Contract Item# 23-0688
SWPA/GSA/Coop/RFP/ITB #: N/A

CITY OF SANTA FE
AMENDMENT No. 3 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 3 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

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

1. PURPOSE:

Article A of the Agreement is amended to add twenty-two (22) capital appropriations as seen on Exhibit A.

2. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 09:56 MST)

ALAN WEBBER, MAYOR

DATE: Nov 15, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita
Monica Abeita (Oct 11, 2024 13:22 MDT)

MONICA ABEITA
EXECUTIVE DIRECTOR

DATE: Oct 11, 2024

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 15, 2024 11:02 MST)

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 11, 2024 13:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Funding Agency	Funding Source
I2455	2024	Paseo Real Wastewater Facility	$1,600,000	30-Jun-28	NMED	General Fund
I2457	2024	Jemez Rd Sewer	$210,000	30-Jun-28	NMED	General Fund
I2458	2024	Vereda de Velencia WWater	$160,000	30-Jun-2028	NMED	General Fund
I3023	2024	Police Dept. Equipment Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3134	2024	Fire Stn 2 Construct	$250,000	30-Jun-2028	DFA	General Fund
I3136	2024	Soccer Valley MRC Construct	$3,425,000	30-Jun-2028	DFA	General Fund
I3138	2024	Los Prados Park	$438,000	30-Jun-2028	DFA	General Fund
I3141	2024	Fire SCBA Equip Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3142	2024	Ft Marcy Park Ren	$5,000,000	30-Jun-2028	DFA	General Fund
I3143	2024	Permanent and Transitional Housing	$400,000	30-Jun-2028	DFA	General Fund
I3144	2024	Railyard Bldg. Upgrade	$100,000	30-Jun-2028	DFA	General Fund
I3145	2024	Railyard Multipurpose Bldg	$175,000	30-Jun-2028	DFA	General Fund
I3146	2024	Regional Airport Phase 2 Improve	$2,000,000	30-Jun-2028	DFA	General Fund
I3147	2024	River Park Pedestrian Bridge	$240,000	30-Jun-2028	DFA	General Fund
I3318	2024	NM599-Airport Access Road	$4,500,000	30-Jun-2028	NMDOT	General Fund
I3319	2024	Rufina St. & Lopez Lane Intersection	$50,000	30-Jun-2028	NMDOT	General Fund
I3320	2024	Paseo del Sol Extension	$50,000	30-Jun-2028	NMDOT	General Fund
I3321	2024	St. Michael's Rail Trail Underpass	$100,000	30-Jun-2028	NMDOT	General Fund
I4219	2024	El Museo Improvements	$126,950	30-Jun-2026	DFA	Severance Tax Bond
I4220	2024	Homebound Meals	$100,000	30-Jun-2028	DFA	General Fund
I4221	2024	Municipal Court Renovations	$29,843	30-Jun-2028	DFA	General Fund
I4222	2024	Supportive Housing	$844,470	30-Jun-2026	DFA	General Fund

FIR No. 10630.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for DFA Appropriation ID number I3321 NMDOT Control Number C5243321

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department, Finance Department

Staff Completing FIR: Regina Wheeler, Public Works Director **Date:** 12/05/2024

Phone: (505) 955-6622

Reviewed by City Attorney: [signature] **Date:** Jan 9, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Jan 9, 2025

Summary:
This Resolution designates authorized representatives and agents for New Mexico Department of Finance and Administration (DFA) appropriation ID Number I3321, New Mexico Department of Transportation (NMDOT) Control Number C5243321 ("Grant Agreement"). The Grant Agreement makes available one hundred thousand dollars ($100,000), appropriated by the New Mexico Legislature for a project to acquire rights of way for and the plan, design, and construction of a pedestrian underpass on Saint Michael's Drive, a New Mexico Rail Runner Express railroad crossing, and a Santa Fe Rail Trail Crossing.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not satisfy Article X. B. (v) of the Grant Agreement, which requires the Governing Body adopt a resolution authorizing the person identified as the official representative of the City to sign the Grant Agreement and to sign Requests for Payment. Additionally, without the adoption of this Resolution the City would not receive NMDOT's funding from the Transportation Fund Grant Agreement in the amount of $100,000.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will separately be approving the agreement through a later action.

Performance and Administrative Implications:
The plan, design, and construction of the project in association with this Grant Agreement will be undertaken by the Public Works Department and the grant will be administered with support from the Public Works Department staff.

Fiscal Implications:

** Amendment No. 1 to the Intergovernmental Agreement states that "NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects." If the total agreement amount of one hundred thousand dollars ($100,000) is expended, then NCNMEDD will receive one thousand dollars ($1,000) as one percent (1%) of the dollar amount the City expends for the Project. The Governing Body will be approving the agreement through a separate action.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
**** See Fiscal Implications Section Above.**

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: rawheeler@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: December 13, 2024

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

From: Regina Wheeler, Public Works Department Director RW

RE: C5223165 Medians Phase I Designating Authorized Representatives and Agents

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EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for New Mexico Department of Finance and Administration (DFA), Appropriation ID Number G3165, New Mexico Department of Transportation (NMDOT) Control Number C5223165 ("Grant Agreement"). The Grant Agreement makes available one million one hundred seventy thousand dollars ($1,170,000), to plan, design, construct, landscape, and make phase 1 improvements to medians on arterial and collector roads for the city of Santa Fe in Santa Fe County.

BACKGROUND:

The New Mexico Department of Transportation, through Article X. B. (v) of the Grant Agreement, requires that the City of Santa Fe as the grantee, to agree that the "governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment". Adoption of this Resolution will satisfy this requirement and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body for action separate from this Resolution; and this Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

ATTACHMENTS:
Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS FOR NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, APPROPRIATION ID NUMBER G3165, NEW MEXICO DEPARTMENT OF TRANSPORTATION CONTROL NUMBER C5223165, TO PLAN, DESIGN, CONSTRUCT, LANDSCAPE, AND MAKE PHASE I IMPROVEMENTS TO MEDIANS ON ARTERIAL AND COLLECTOR ROADS FOR THE CITY OF SANTA FE IN SANTA FE COUNTY.

WHEREAS, in the Laws of 2022, Chapter 53, Section 36, Subsection 83, the New Mexico Legislature made an appropriation to the New Mexico Department of Transportation ("NMDOT"), for funds from which NMDOT is making available to the City of Santa Fe ("Grantee") through the New Mexico Department of Finance and Administration Appropriation Number G3165, NMDOT Control Number C5223165 ("Agreement"), incorporated as Attachment A, in the amount of one million, one hundred seventy thousand dollars ($1,170,000), to plan, design, construct, landscape, and make Phase 1 improvements to medians on arterial and collector roads for the city of Santa Fe in Santa Fe County; and

WHEREAS, the Governing Body adopted Resolution No. 2024-28, which identified Phase I of the Santa Fe Median Beautification project as number 20 on the Infrastructure and Capital Improvement plan for Fiscal Year 2026-2030; and

WHEREAS, Article X. B. (v) of the Agreement states that "the Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment"; and

WHEREAS, in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize its current State Capital appropriations; and

WHEREAS, as a result of the DFA's position, the City entered into a governmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee:	City of Santa Fe
Name:	Alan Webber
Title:	Mayor
Address:	PO Box 909
	Santa Fe, NM 87504-0909
Email:	mayor@santafenm.gov
Telephone:	(505) 955-6590

B. The person listed below, or their successor, is the Grantee's Fiscal Officer of Fiscal Agent concerning reviewing and signing Requests for Payments for permissible expenditures:

Grantee:	City of Santa Fe
Name:	Felicity Fonseca
Title:	Community Development Director, North Central New Mexico Economic Development District
Address:	644 Don Gaspar Ave. Santa Fe, Nm 87505
Email:	felicityf@ncnmedd.com
Telephone:	(505) 356-9098

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

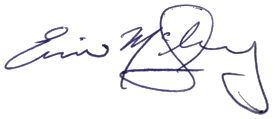
ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



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ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/ C5223165 Medians Phase I Designating Authorized Representatives and Agents

DocuSign Envelope ID: D68910AB-CDC7-4A64-848A-D7DAE50D49A1

Attachment A

Contract Number: _____
Vendor Number: 0000054360
Control Number: C5223165

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, hereinafter called the "Grantee". This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2022, SB212, Chapter 53, Section 36, Subsection 83, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID G3165 NMDOT Control Number C5223165 **$1,170,000**
APPROPRIATION REVERSION DATE: 6/30/2026
Laws of 2022, Chapter 53, Section 36, Subsection 83, One Million One Hundred Seventy Thousand Dollars and No Cents ($1,170,000), to plan, design, construct, landscape and make phase 1 improvements to medians on arterials and collector roads for Santa Fe in Santa Fe county .

The Grantee's total reimbursements shall not exceed One Million One Hundred Seventy Thousand Dollars and No Cents $1,170,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP

amount")[1], if applicable, Zero Dollars and No Cents ($ 0.00), which equals One Million One Hundred Seventy Thousand Dollars and No Cents (**$1,170,000**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

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[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

a. must be approved by the applicable oversight entity (if any) in accordance with law; or
b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: David Chapman
Title: Grants Administrator
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 5 Office
Name: Amanda Nino
Title: Capital Outlay District Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Amanda.Nino@dot.nm.gov
Telephone: 505-660-6357

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2026 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was ~~a~~pproved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

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SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Alan Webber (Nov 4, 2024 11:59 MST)

Signature of Official with Authority to Bind Grantee

City of Santa Fe

Entity Name

By: Alan Webber

(Type or Print Name)

Its: Mayor

(Type or Print Title)

Nov 4, 2024

Date

DEPARTMENT OF TRANSPORTATION

By:

Its: Cabinet Secretary or Designee

Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

DocuSigned by:

Aaron Frankland
Deputy General Counsel

3B498DD07FBC44A...

By: Aaron Frankland or Designee

Its: Deputy General Counsel

04/22/24

Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 10/30/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 14, 2024 09:14 MDT)

SENIOR ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

_____

EMILY OSTER

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STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

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

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____, _____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]
Title: [PROJECT MANAGER]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

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NMDOT ATTACHEMNT A

The City of Santa Fe shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Santa Fe shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

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1.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works Department / PARKS	4/30/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP CONSTRUCTION - MEDIAN IMPROVEMENTS PH I	3559980	572970	CIP2433001	1,170,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM DOT - MEDIAN IMPROVEMENTS PH I	35599880	490150	CIP2433001	(1,170,000)	
				$ -	$ -

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

NM DOT GRANT AWARD VIA DFA IN THE AMOUNT OF $1,170,000 FOR MEDIAN IMPROVEMENTS. EXPIRING 06/30/26

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

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

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Halona Crowe	4/30/2024	Andy Hopkins	Oct 1, 2024
Prepared By *{print name}*	Date	Budget Officer: Andy J. Hopkins	Date
Melissa McDonald	Sep 26, 2024		
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
Regina Wheeler (Sep 29, 2024 07:26 MDT)	Sep 29, 2024		
Department Director Signature: Regina A. Wheeler	Date	City Manager *{≤ $60,000}*	Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 7/3/2024

Project Title: Median Phase 1 Improvements

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: CIP2433001

Grant ID: _____

Approved By: _____

(Finance Use Only)

Department: Public Works Project Manager: Scott Overlie Ext: _____

Project Date Range: 5/1/2024 to 6/30/2026 ☐ Create Fixed Asset

---

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

Funding Source: STB - NM DOT % of Funding: _____

MUNIS ORG: 3559980 MUNIS OBJ: 572970 Awarded Amount: 1,170,000

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: Phase 1 MUNIS ORG: 3559980 MUNIS OBJ: 490150

Grants Only (list all grants if applicable):

Grantor Name: STB - NM DOT Awarded Amount: 1,170,000

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

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

Grantor Name: _____ Awarded Amount: _____

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

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

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

Signature: Scott Overlie
Scott Overlie (Sep 24, 2024 10:23 MDT)

Email: saoverlie@santafenm.gov

Signature: Sam Moody

Email: sxmoody@santafenm.gov

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

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

1.a Munis Contract: 3204794 Procurement # (RFP/ITB# If any):

Contractor: New Mexico State Department of Transportation

Procurement Method/Vehicle: *Small Purchase* ☐ *RFP* ☐ *ITB* ☐ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: 22-G3165 Appropriation Grant COSF Median Beautification Project

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

Term Start Date: upon signature Term End Date: 6/30/2026 Total Contract Amount: 1,170,000.00

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

Contract / Lease:

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

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

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

Amendment is for:

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

New Mexico DOT grant for City of SF Median Beautification design and construction- Phase I

3. Procurement History: _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: STB - NM DOT **Org / Object:** 3559980/490150

Andy Hopkins Oct 1, 2024

Budget Officer Approval: Date:

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: Matthew Bonifer Matthew Bonifer (Oct 1, 2024 11:56 MDT) **Date** Oct 1, 2024

Staff Contact who Completed This Form: Scott Overlie Phone #: 505-231-6194

To be recorded by City Clerk: Email: saoverlie@santafenm.gov

Clerk # _____

Date of Execution: _____

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

Signature: XAVIER VIGIL
XAVIER VIGIL (Nov 4, 2024 11:53 MST)

Email: xivigil@santafenm.gov

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRA DES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 to -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.

M. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing

and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follows:

To: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Item #24-0132

Munis Contract#_____
Original Contract Item#___23-0688____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
AMENDMENT No. 1 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 1 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

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

1. PURPOSE:

Article A of the Agreement is amended to add an additional twenty-two (22) Capital appropriations as seen on Exhibit A.

2. COMPENSATION:

Article D, of the Agreement is amended in its entirety as follows:

NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from these Capital appropriations to make such payments.

3. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber (Mar 14, 2024 10:01 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 14, 2024

NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

DATE: Feb. 20. 2024

ATTEST:

Geralyn Cardenas (Mar 14, 2024 11:32 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 03/13/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 16, 2024 13:08 MST)

SENIOR ASSISTANT CITY ATTORNEY

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Agency	Bond Series
22-G2419	2022	Jemez Road Construction	$ 400,000	6/30/2026	NMED	STB23SC
22-G3010	2022	SF Fire Fleet Equip / Upgrade Improv	$ 120,000	6/30/2026	DFA	STB23SC
22-G3012	2022	Harrison Rd Improve Construct	$ 100,000	6/30/2026	DFA	STB23SC
22-G3016	2022	Homebound Meals Program Improve	$ 200,000	6/30/2026	DFA	STB23SC
22-G3017	2022	Midtown Property Infra Improve	$ 1,100,000	6/30/2026	DFA	STB23SC
22-G3018	2022	SWAN Park Phase 2 Construct	$ 380,000	6/30/2026	DFA	STB23SC
22-G3019	2022	Tierra Contenta Trail Improve	$ 300,000	6/30/2026	DFA	STB23SC
22-G3165	2022	Median Beautify Phase 1 Design	$ 1,170,000	6/30/2026	DOT	STB23SC
22-G3169	2022	Governor Miles Rd. Construct	$ 300,000	6/30/2026	DOT	STB23SC
22-G3170	2022	Pacheco Street Improve	$ 150,000	6/30/2026	DOT	STB23SC
G22-5353	2022	Mary Esther Gonzales Senior Ctr- Equip	$ 235,630	6/30/2026	ALTSD	STB22SC- GO Bonds
G22-5354	2022	Pasatiemo Senior Ctr- Equip	$ 65,805	6/30/2026	ALTSD	STB22SC- GO Bonds
23-H3200	2023	Santa Fe Building Upgrade	$ 210,000	6/30/2027	DFA	General Fund
23-H3201	2023	SF Fire Station #2 Construction	$ 3,995,000	6/30/2027	DFA	General Fund
23-H3202	2023	SF Homebound Meals Faculty Ren	$ 200,000	6/30/2027	DFA	General Fund
23-H3203	2023	SF Midtown Infa. Improvement	$ 4,900,000	6/30/2027	DFA	General Fund
23-H3204	2023	SF Muni Rec Sports Cmplx Field Const.	$ 50,000	6/30/2027	DFA	General Fund
23-H3205	2023	SF Pickleball Cmplx Ft. Marcy Constr.	$ 650,000	6/30/2027	DFA	General Fund
23-H3206	2023	SF SWAN Park Phase 2 Improvement	$ 2,400,000	6/30/2027	DFA	General Fund
23-H3207	2023	SF Water History Park Improvement	$ 350,000	6/30/2027	DFA	General Fund
23-H3359	2023	Governor Miles Road Improvement	$ 210,000	6/30/2027	DOT	General Fund
23-H3360	2023	Pacheco Street Improvement	$ 350,000	6/30/2027	DOT	General Fund

Munis Contract#_____
Original Contract Item#___23-0688_____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
AMENDMENT No. 2 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 2 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

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

1. PURPOSE:

Article A of the Agreement is amended to add an additional three (3) capital appropriations as seen on Exhibit B.

2. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber (Apr 11, 2024 21:17 MDT)

ALAN WEBBER, MAYOR

DATE: Apr 11, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

April 2, 2024

DATE:

ATTEST:

GERALYN CARDENAS (Apr 12, 2024 09:03 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 04/10/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 4, 2024 09:38 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT B

23-ZH9298	for Santa Fe to purchase security cameras and security systems at municipal parks	$	95,000.00
23-ZH9300	to purchase equipment and to provide arson investigation training to fire department three in Santa Fe	$	125,000.00
23-ZH9401	for sanitization and deep cleaning of all municipal swimming pools in Santa Fe	$	75,000.00

Original Contract Item# 23-0688
SWPA/GSA/Coop/RFP/ITB #: N/A

CITY OF SANTA FE
AMENDMENT No. 3 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 3 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

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

1. PURPOSE:

Article A of the Agreement is amended to add twenty-two (22) capital appropriations as seen on Exhibit A.

2. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 09:56 MST)

ALAN WEBBER, MAYOR

DATE: Nov 15, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita
Monica Abeita (Oct 11, 2024 13:22 MDT)

MONICA ABEITA
EXECUTIVE DIRECTOR

DATE: Oct 11, 2024

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 15, 2024 11:02 MST)

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 11, 2024 13:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Funding Agency	Funding Source
I2455	2024	Paseo Real Wastewater Facility	$1,600,000	30-Jun-28	NMED	General Fund
I2457	2024	Jemez Rd Sewer	$210,000	30-Jun-28	NMED	General Fund
I2458	2024	Vereda de Velencia WWater	$160,000	30-Jun-2028	NMED	General Fund
I3023	2024	Police Dept. Equipment Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3134	2024	Fire Stn 2 Construct	$250,000	30-Jun-2028	DFA	General Fund
I3136	2024	Soccer Valley MRC Construct	$3,425,000	30-Jun-2028	DFA	General Fund
I3138	2024	Los Prados Park	$438,000	30-Jun-2028	DFA	General Fund
I3141	2024	Fire SCBA Equip Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3142	2024	Ft Marcy Park Ren	$5,000,000	30-Jun-2028	DFA	General Fund
I3143	2024	Permanent and Transitional Housing	$400,000	30-Jun-2028	DFA	General Fund
I3144	2024	Railyard Bldg. Upgrade	$100,000	30-Jun-2028	DFA	General Fund
I3145	2024	Railyard Multipurpose Bldg	$175,000	30-Jun-2028	DFA	General Fund
I3146	2024	Regional Airport Phase 2 Improve	$2,000,000	30-Jun-2028	DFA	General Fund
I3147	2024	River Park Pedestrian Bridge	$240,000	30-Jun-2028	DFA	General Fund
I3318	2024	NM599-Airport Access Road	$4,500,000	30-Jun-2028	NMDOT	General Fund
I3319	2024	Rufina St. & Lopez Lane Intersection	$50,000	30-Jun-2028	NMDOT	General Fund
I3320	2024	Paseo del Sol Extension	$50,000	30-Jun-2028	NMDOT	General Fund
I3321	2024	St. Michael's Rail Trail Underpass	$100,000	30-Jun-2028	NMDOT	General Fund
I4219	2024	El Museo Improvements	$126,950	30-Jun-2026	DFA	Severance Tax Bond
I4220	2024	Homebound Meals	$100,000	30-Jun-2028	DFA	General Fund
I4221	2024	Municipal Court Renovations	$29,843	30-Jun-2028	DFA	General Fund
I4222	2024	Supportive Housing	$844,470	30-Jun-2026	DFA	General Fund

FIR No. 10634.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for DFA Appropriation ID Number G3165, NMDOT Control Number C5223165

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 12/11/2024
Phone: (505) 955-6622

Reviewed by City Attorney: _____ **Date:** Jan 8, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Jan 9, 2025

Summary:
The Resolution designates authorized representatives and agents for New Mexico Department of Finance and Administration (DFA) appropriation ID Number G3165, New Mexico Department of Transportation (NMDOT) Control Number C5223165 ("Grant Agreement"). The Grant Agreement makes available one million one hundred seventy thousand dollars ($1,170,000), appropriated by the New Mexico Legislature for a project to plan, design, construct, landscape and make phase 1 improvements to medians on arterial and collector roads for the city of Santa Fe in Santa Fe County.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not satisfy Article X. B. (v) of the Grant Agreement, which requires the Governing Body adopt a resolution authorizing the person identified as the official representative of the City to sign the Grant Agreement and to sign Requests for Payment. Additionally, without the adoption of this Resolution the City would not receive NMDOT's funding in the amount of one million one hundred and seventy thousand dollars ($1,170,000).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will separately be approving the agreement through a later action.

Performance and Administrative Implications:
The plan, design, construction, landscape and phase 1 improvements of the project in association with this Grant Agreement will be undertaken by the Public Works Department and the grant will be administered with support from the Public Works Department and Finance Department staff.

Fiscal Implications:

**Amendment No. 1 to the Intergovernmental Agreement states that "NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects". If the total agreement amount of one million, one hundred seventy thousand dollars ($1,170,000) is expended, then NCNMEDD will receive eleven thousand seven hundred dollars ($11,700) as one percent (1%) of the dollar amount the City expends for the Project. The Governing Body will be approving the agreement through a separate action.

Fiscal Impact

___X___ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
**** See Fiscal Implications Section**

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Regina Wheeler
Regina Wheeler (Jan 9, 2025 17:17 MST)

Email: rawheeler@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: December 19, 2024

To: Governing Body

From: Jason Sharp, Santa Fe Parks Superintendent JS

Via: Melissa McDonald, Parks and Open Spaces Division Director MMv
Regina Wheeler, Public Works Department Director RW

RE: New Mexico Department of Transportation Que Linda Beautification Program Grant Agreement

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EXECUTIVE SUMMARY:

The Resolution accepts a Grant Agreement, administered by the New Mexico Department of Transportation ("NMDOT"), under the Que Linda Beautification Program, to control and remove litter from the roads and highways in Santa Fe. The grant amount is ninety-five thousand dollars ($95,000). All allocated funds must be spent by June 30, 2025.

BACKGROUND:

The purpose of the Que Linda Beautification Program is to control litter throughout New Mexico, under the authority delegated to the NMDOT by the "Clean Highways Act", NMSA 1978, Sections 67-15-1 to -4.

The State has issued this grant to begin the implementation of a program, which is expected to be ongoing, to reduce litter and beautify Santa Fe. The scope of work funded by this foundational grant includes development and implementation of community outreach, partnerships with local nonprofits, beautification of one gateway median, volunteer and tracking software implementation, and program management by existing staff.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

ACCEPTING A GRANT FROM THE QUE LINDA BEAUTIFICATION PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION; ENTERING INTO A GRANT AGREEMENT FOR A TOTAL AMOUNT OF $95,000.00, TERM ENDING JUNE 30, 2025; IDENTIFYING THE CITY MANAGER OR CITY MANAGER'S DESIGNEE AS THE SIGNATORY FOR THE AGREEMENT.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("NMDOT") wish to enter a grant agreement ("Agreement"), in the total amount of $95,000.00, term ending June 30, 2025, under the "Que Linda Beautification Program" ("Program"), attached and incorporated as Exhibit A, the purpose of which is to control and remove litter from the roads and highways in Santa Fe; and

WHEREAS, the NMDOT and City estimate the cost of the portion of the Program described in the "Scope of Work and Project Budget" described in Appendix A to the Agreement will be ninety-five thousand dollars ($95,000); and

WHEREAS, costs that exceed the ninety-five thousand dollars ($95,000) are not covered

in the Agreement; and

WHEREAS, the purpose of the Agreement is to partially fund "a permanent and continuous program to control and remove litter from the roads and highways of New Mexico to the maximum extent possible"; and

WHEREAS, Section 2 of the Agreement states that funds can be distributed only after the NMDOT has received the Agreement fully executed with a Resolution of Sponsorship.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Agreement, for a total amount of $95,000, and with a term ending June 30, 2025, included as Exhibit A, is hereby approved.

BE IT FURTHER RESOLVED that the City Manager or the City Manager's designee is authorized to sign the agreement.

BE IT FURTHER RESOLVED that all allocated finds must be spent by June 30, 2025, and the City 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 the written agreement.

BE IT FURTHER RESOLVED that the City is responsible for the Agreement; assumes the lead role in execution of the Agreement; agrees to the terms, conditions, and certification and reporting requirements of the Agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the work described in the Agreement.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

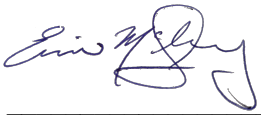
ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/NMDOT Que Linda Grant Agreement

Exhibit A

Contract Number: _____
Vendor No.:_____
Project No.: _____
Control No: _____

NEW MEXCIO DEPARTMENT OF TRANSPORTATION
QUE LINDA BEAUTIFICATION PROGRAM
GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation (Department) and City of Santa Fe (Grantee), collectively referred to as the "Parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, the purpose of the Que Linda Beautification Program (Program) is to accomplish litter control throughout New Mexico, under the authority delegated to the Department by the "Clean Highways Act," NMSA 1978, Section 67-15-1 to -4 (Act) to conduct a permanent and continuous program to control and remove litter from the roads and highways of New Mexico to the maximum extent possible;

WHEREAS, the Department was appropriated funding through the General Appropriation Act, Laws 2024, Chapter 64, Section 11, for roadway beautification and litter control, of which a portion is being used for the purposes of carrying out the provisions of the Act; and

WHEREAS, the Act provides that the Department may enter into agreements and provide a Program for the purposes of carrying out the provisions of the Act.

AGREEMENT

Now, therefore, the Parties agree as follows:

1. Program Funding.

a. The Department hereby awards $95,000 to partially fund the Budget (Appendix A) with the purpose of conducting a permanent and continuous program to control and remove litter from the roads and highways of New Mexico to the maximum extent possible.
b. The Grantee is responsible for all costs that exceed Program funding.
c. All allocated funds must be spent by June 30, 2025.
d. All allocated funds are eligible to be reallocated pursant to Section 20.
e. The Grantee must repay Program funding to the Department if:
    1. The Program is cancelled or partially performed.
    2. A final audit conducted by the Department determines the following:
        i. an overpayment,
        ii. unexpended funds, or
        iii. ineligibile expenses.

2. The Department:

a. Shall distribute the funds, identified in Section 1(a), in a lump sum to the Grantee after:

1. The Department has received this Agreement fully executed with a Resolution of Sponsorship (Appendix C).

b. May perform Program monitoring that might consist of the following:

1. Conduct a review of the Grantee's performance and administration of the Program funds identified in Section 1(a).

2. Conduct a review of subcontracts for administration of the Program funds.

3. The Grantee Shall:

a. Perform and participate in the Program by accomplishing the following:

1. Participating in 2 technical assistance meetings with the Que Linda Director for the development of a local beautification program plan;

2. Creating and adopting a formal local beautification program plan;

3. Hosting a minimum of 3 events in alignment with the 11 strategies of the Que Linda Program (Appendix B); and

4. Completing a minimum of 2 contracts in alignment with the 11 strategies of the Que Linda Program (Appendix B).

b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.

c. Adopt a written resolution of Program support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Appendix C.

d. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.

e. Meet with the Department, as needed, or provide Program status reports within 30 days of request.

f. Acknowledge that the Department reserves the right to unilaterally adjust, modify, or cancel any and all funding identified in Section 1(a) in order to ensure the expenditure of all funds.

g. Agree and acknowledge Program funds shall not be used for purposes other than those outlined and specified in Appendix A.

h. Comply with Department mandatory reporting requirements:

1. The Grantee shall submit an annual report on the progress of activities during the funding period by June 15, 2025.

2. The Grantee must participate in a minimum of 75% of the Que Linda statewide cohort meetings.

i. Agree that Program funds must be expended on or before June 30, 2025.

4. Both Parties Agree:

a. The inability to properly complete and administer the Program may result in the Grantee being

denied future Program funding.
b. The Department will not pay for any expenses incurred prior to the Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the Program funding noted in Section 1(a).

5. Term.
This Agreement becomes effective upon signature of the Parties. The effective date is the date when the last party signed the Agreement on the signature page blow. This Agreement terminates at 11:59:59 p.m. on June 30, 2025, unless terminated earlier as provided under this Agreement.

6. Termination.
The Department may terminate this Agreement for any reason, by giving the Grantee 30 days written notice. On receipt of written notice from the Department, the Grantee shall suspend all Program activities unless otherwise directed by the Department in writing. The Parties acknowledge that termination will not nullify obligations incurred prior to the date of the written notice requiring termination. Neither Party has any obligations after termination, except as stated in Section 1(e) and 15.

7. Notices.
For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

To the Department:

Amy Whitfield, Special Director
New Mexico Department of Transportation
P.O. Box 1149
Santa Fe, NM 87504-1149
Phone: 505-309-1066
Email: Amy.Whitfield@dot.nm.gov

To the Grantee:

Randy Randall, Interim City Manager
200 Lincoln Ave
Santa Fe, NM 87501
Phone: 505-955-6848
Email: rrandall@santafenm.gov

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

9. New Mexico Tort Claims Act.
As between the Department and Public Entity, neither party shall be responsible for liability incurred as a

result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 to -27.

10. Scope of Agreement.
This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other Agreements, whether written or oral, between the parties, except that this Agreement does not supersede the Grantee's rights under any other grant Agreement.

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

12. Legal Compliance.
The Grantee shall comply with all applicable federal, state, and local laws, regulations and Department policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Grantee shall include the requirements of this Section 12 in each contract and subcontract at all tiers.

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

14. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Grantee, and the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Grantee and the Legislature, this Agreement will terminate upon written notice being given by one Party to the other. The Department and Grantee are expressly not committed to expenditure of any funds until such time as they are budgeted, encumbered, and approved for expenditure.

15. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Grantee shall maintain all records and documents relating to the Program for a minimum of 5 years after completion. The Grantee shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Program, the Grantee shall reimburse that portion to the Department within thirty (30)

days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

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

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

18. Amendment.
This Agreement may be amended by an instrument in writing executed by the Parties.

19. Reallocation of Funding.
The Grantee may request reallocation of the Program Funds from any Budget (Appendix A) item to other idenitifed Budget items. The Grantee must submit a written request with the proposed Budget detailing the reallocation amount and the identified Budget item(s) and costs of which funds are being reallocated. The Grantee shall be allowed to reallocate pursuant to the written request upon receipt of approval from the Department and executed Amendment by the Parties pursuant to Section 18.

The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency.

By: _____ Date: _____
Office of General Counsel

City of Santa Fe

By: _____ Date: _____
Randy Randall, Interim City Manager

Attest:

By: _____ Date: _____
Andréa Salazar, City Clerk

Approved as to form and legal sufficiency.

By: Kevin L. Nault Date: Dec 18, 2024
Kevin L. Nault (Dec 18, 2024 16:34 MST)
Kevin Nault, Assistant City Attorney

Finance Department:

By: _____ Date: _____
Emily Oster, Finance Director

Appendix A: Scope of Work and Project Budget

Scope of Work. The Grantee shall complete and oversee the following activities.

Activities. The Grantee shall complete and oversee the following Que Linda Grant related activities in support of the Program, as situated in the City of Santa Fe's Public Works Department, Parks and Open Space Division and under the oversight and in coordination with Department consultation. The Grantee is responsible for:

a. Contract organization to create curriculum for anti-litter campaign ;

b. Contract with local graphic firm to create promotional materials for anti-litter campaign;

c. Partner with local nonprofit to host cleanup events ;

d. Purchase and create platform for tracking and organizing volunteer cleanup events, and the reporting illegal trash dumping;

e. Fund local median beautification projects.

Project Budget 1

Phase 1 - Development			
	Federal Share	Grantee Match	Total
Task 1: Create Local Beautification Plan	$	$	$
Anti-Litter Education Campaign	Federal Share	Grantee Match	Total
Curriculum creation	$	$	$10,000.00
Illustrate booklet	$	$	$10,000.00
Printing and Marketing Supplies			$5,000.00
Outreach Supplies			$10,000.00
Task 2: Reporting Illegal Trash Dumping			
Purchase and Design software			$10,000.00
Task 3: Partnering with local non-profits for cleanup events			

Supplies			$5,000.00
Contract with non-profit			$10,000.00
Task 4			
Fund local median beautification project			$15,000.00
Task 5			
Supplement two existing employees' Salary to take on Program Coordinator duties or contract			$20,000.00
Total			**$95,000.00**

11 Strategies of Que Linda Statewide Beautification

Student Service Learning:

Leveraging local high school students provide three benefits: 1) creates a very affordable resource to help keep communities clean; 2) provides high school students with opportunities to engage in community service; 3) creates local ambassadors that spread anti-litter messaging.

Local high schools must incorporate service-learning requirements in certain courses. The requirements shall require a certain number of community service hours which can be met through participation in trash pickup and graffiti removal/prevention programs.

Litter Abatement Alternatives to Penalty Fines:

This program would serve as a resource for municipal and county court systems. For various reasons, residents are assessed penalties or court fees associated with a crime. In many instances, individuals cannot afford to pay the cost. As an alternative, the individual could be assigned to a local trash pickup and graffiti removal/prevention program.

Use of Corrections Contractors:

The New Mexico Corrections Department offers litter pickup, general landscaping and graffiti clean-up services. Cost for services range but are highly competitive. LBPs can leverage services for contract maintenance of their property.

County Inmate Litter Abatement Program:

Utilizing incarcerated individuals for trash pickup is a long-standing practice. Oftentimes county-run facilities are discouraged to establish this program because inmates are incarcerated for short periods. Nonetheless, an established program could put short-term inmates to work immediately. The County correctional facility would establish the program that utilizes inmates to perform trash pickup services. This program would provide the service to the LBP.

Elementary Anti-Litter Education Campaign:

The State of NM is rolling out a new anti-litter campaign. It can provide media to local elementary schools that incorporate anti-litter activities into their curriculum. Activities could include coloring contests, recording radio ads, writing letters to newspapers, campus clean up days, recycling programs, etc.

This program is integral to building ambassadors among the youth in the community who will have a positive influence within their families.

Business Corridor Adoption Program:

Engaging businesses in an effort to keep cities clean is longstanding. Typically businesses would adopt a corridor and become responsible for its upkeep. In this program, the business would simply provide a financial sponsorship. The sponsorship would go to the LBP who would utilize the resources for contract maintenance.

Reporting Illegal Trash Dumping Hotline:

Illegal dumping is a major issue in several communities. It's typically driven by limited options for legal dumping. When residents dump illegally, or lose trash because of an unsecured load, the trash often includes personal identifiable information. Local law enforcement agencies shall establish a hotline or online portal where this information could be anonymously obtained. Penalties for violators would need to be established in ordinance.

Secure Loads Establishment and Enforcement:

Unsecure loads is a major cause of messy roadways. Local governments must put an ordinance in place that establishes a penalty for driving with an unsecured load. In addition to this penalty, trash collection centers must impose a fee when a resident arrives with an unsecured load.

Establish Free Weekend Events at Collection Centers:

Affordability may be an issue for some residents. If trash authorities were to provide "Free Weekends" once a month, it would encourage residents to dump legally.

Neighbor Rates at Collection Centers:

Some communities and counties do not have adequate access to a collection center, therefore, an established "Neighbor Rate" at the closest facility will encourage residents to dump trash legally.

Community Trash Pick-up Events:

Some residents, for various reasons, are unable to take trash to a collection center on their own. This program would identify weekends, throughout the year, when trash authorities, together with volunteers, would pick up trash and deliver it to a collection center. Residents would need to signup for this service and provide a justification.

FIR No. 10642

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): New Mexico Department of Transportation Que Linda Beautification Program Grant Agreement

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Public Works Department

Staff Completing FIR: Jason Sharp; Park Ranger Superintendent **Date:** 12/19/2024
Phone: (505) 955-2146

Reviewed by City Attorney: _____ **Date:** Jan 10, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Jan 10, 2025

Summary:
This Resolution accepts a Grant Agreement, administered by the New Mexico Department of Transportation ("NMDOT"), under the Que Linda Beautification Program ("Program"), to conduct a permanent and continuous program to control and remove litter from the roads and highways in Santa Fe. The grant amount is ninety-five thousand dollars ($95,000). All allocated funds must be spent by June 30, 2025.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not receive the Program Grant from NMDOT in the amount of ninety-five thousand dollars ($95,000). The City will also not complete the listed scope of work to control litter and enhance beautification.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The Public Works Parks and Open Space Park Rangers will implement the work required by the grant. Administration of the grant will be performed by Public Works and Finance Departments.

Fiscal Implications:
The City would receive $95,000 to conduct the scope of work in the grant. The cost of scope of work is not expected to exceed the grant amount.

Fiscal Impact

_____ Check here if no fiscal impact

A

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ 20,000	$	$	Y	NR	100	
Capital Outlay	$ 20,000	$	$		NR	100	
Contractual/ Professional Services	$ 10,000	$	$		NR	100	
Operating	$ 45,000	$	$		NR	100	$
Total:	$ 95,000	$	$				$

Expenditure Narrative:

Personnel benefits are to compensate Park Ranger staff for additional duties to manage this program. Capital expenditures are the beautification of a gateway median and purchase of software, contractual services are with non profits and other service providers to accomplish the work and operating are the various expense related to outreach and grant implementation. A BAR will be routed through Governing Body to budget these expenditures.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$ 95,000	$	$	NR	100
Total	$ 95,000	$	$		

Revenue Narrative:

The grant revenue will be recognized in fund 100 to fund program expenditures above.

Signature: Regina Wheeler
Regina Wheeler (Jan 10, 2025 15:03 MST)

Email: rawheeler@santafenm.gov

Signature: Jason Sharp
Jason Sharp (Jan 10, 2025 15:08 MST)

Email: jtsharp@santafenm.gov

Signature: Melissa McDonald

Email: mamcdonald@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: June 12, 2024

To: Governing Body, Quality of Life Committee, Public Works and Utilities Committee

From: Geronimo Griego, City of Santa Fe Fire Marshal

Via: Brian Moya, City of Santa Fe Fire Chief BJM

RE: Changing Fireworks Display Requirements

EXECUTIVE SUMMARY:

State statute, NMSA 1978, Section 60-2C-9, requires that the Governing Body approve permits for public displays of fireworks. The proposed bill amends Section 12-3 of SFCC 1987, pertaining to the public display of fireworks. If approved, the bill would specify that legislation is not needed to approve permits for public firework displays and identifies the International Fire Code as the standard for the permitting of public displays of fireworks. The bill also requires operators to be certified and duly approved by the fire department.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE

Memorandum

Date: September 17, 2024

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

From: Sean Moody, Capital Projects Manager

Via: Regina Wheeler, Public Works Department
Johanna Nelson, Office of Economic Development Director

RE: Allowing Ezee Fiber Texas LLC to operate a telecommunications network within the city of Santa Fe.

EXECUTIVE SUMMARY:

This Bill would allow Ezee Fiber Texas LLC (the "Applicant") to operate a telecommunications network and to provide telecommunications services to schools, governments (federal, state, City of Santa Fe ("City"), and tribal), commercial and retail customers within the city of Santa Fe limits ("city").

BACKGROUND:

SFCC 1987, Section 27-2, the Telecommunications Facilities in the Public Rights-of-Way Ordinance, states that telecommunications networks located within the public rights-of-way shall be authorized by franchise with the City of Santa Fe ("City"). The purpose of the ordinance is to permit competitively neutral and nondiscriminatory access to the public rights-of-way; to manage the public rights-of-way in order to minimize the impact and cost to the citizens of the placement of telecommunications facilities within the publics rights-of-way; to promote competition and encourage universal availability of services; to obtain fair and reasonable compensation for use of the rights-of-way; to minimize the congestion, inconvenience, visual impact, and other adverse effects on the City's public right-of-way; to protect public health, safety, and welfare, and to ensure continued quality of services; and to safeguard the rights of customers.

The Applicant has satisfied all City requirements outlined in SFCC 1987, Section 27-2.2, for obtaining a telecommunications franchise.

As compensation for use of the public's rights-of-way, the Applicant is required to pay the City an infrastructure maintenance franchise fee of two percent (2%) of all gross revenue charged by the

Applicant to service addresses in the city. The term of the franchise is ten (10) years, renewed annually thereafter, unless notification is provided by the Applicant.

ACTION:

This Bill requests approval of an ordinance granting Ezee Fiber Texas, LLC, a non-exclusive franchise to operate a telecommunications network within the city; the right to use City public rights-of-way to provide telecommunications services within the city; and fixing the terms and conditions thereof.

FUNDING SOURCE:
Fund Name/Number: Franchise Fee Fund / 211
Munis Org Name/Number: City Manager / 2110041
Munis Object Name/Number: Telephone Franchise Tax / 400400

ATTACHMENTS:
Bill
Fiscal Impact Report
Memo Attachment – Ezee Fiber Texas LLC Application to Operate

CITY OF SANTA FE, NEW MEXICO

APPLICATION FOR TELECOMMUNICATION FRANCHISE

In accordance with Article 27-2 SFCC 1987, the City of Santa Fe (City) recognizes that the provision of telecommunications services is a highly technical enterprise subject to federal, state and local regulation. This application is designed to elicit necessary and required information to support the grant by the City of a franchise permitting use of the City's public rights-of-way for telecommunications facilities to provide telecommunications services.

Completion of this application is mandatory. The application is not considered complete until all questions have been answered and all attachments have been provided. If a specific question does not apply to an applicant, the applicant must enter the words "Not Applicable" or "N/A" in the space provided for an answer, and state why it is not applicable, e.g., "N/A – the proposed telecommunications system does not utilize antennas to transmit signals, but relies instead on a subsurface fiber-optic network." Any "Not Applicable" or "N/A" response not supported by an explanation will result in the application being deemed incomplete.

Every page of this application must be completed, initialed or signed where indicated and submitted to the City's Public Works Director at 500 Market Street Suite 200, Santa Fe, NM 87501, with a copy to the City Attorney's Office, 200 Lincoln Avenue, Santa Fe, NM 87501. The date the application is received in the office of the City's Public Works Director shall be the application date.

Questions regarding this form should be directed to the City of Santa Fe Public Works Director Director, by mail at Post Office Box 909, Santa Fe, NM 87504-0909; by telephone at 505.955.6622; or by e-mail at rawheeler@santafenm.gov .

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1. Applicant Information.

1.1 Form of organization (e.g., corporation, limited liability partnership):

Limited Liability Company

1.2 Legal name (as it appears in organizational documents):

Ezee Fiber Texas, LLC

1.3 State where organized: Delaware

ATTACH COPIES OF CERTIFIED ORGANIZATIONAL DOCUMENTS. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-1.3**" AND **NUMBER THE PAGES CONSECUTIVELY**.

1.4 Principal place of business: 14850 Woodham Drive

Suite B-105

Houston, TX 77073

1.5 Are you in good standing in the state where organized? ☒Yes ☐ No

IF YES, ATTACH GOOD STANDING CERTIFICATE. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-1.5**" AND **NUMBER THE PAGES CONSECUTIVELY**.

IF NO, EXPLAIN:

1.6 Principal office in New Mexico: N/A

1.7 Contact:

Name: Carlos Rosas

Title: SVP/GM - Southwest Region

Address:

Telephone:

Fax

Mobile 919-943-7140

E-mail carlos.rosas@ezeefiber.com

1.8 Are you acting as an agent? ☐Yes ☒No

If you are acting as an agent, disclose the following information for each of your principals (IF YOU HAVE MULTIPLE PRINCIPALS, USE COPIES OF THIS AND THE FOLLOWING PAGE TO PROVIDE THE REQUIRED INFORMATION AND ATTACH THE COMPLETED PAGES. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-1.8**" AND NUMBER THE PAGES CONSECUTIVELY.)

1.9 Form of organization (e.g., corporation, limited liability partnership):

1.10 Legal name (as it appears in organizational documents):

1.11 State where organized:

ATTACH COPIES OF CERTIFIED ORGANIZATIONAL DOCUMENTS. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-1.11**", **NUMBER THE PAGES CONSECUTIVELY**.

1.12 Principal place of business: Currently Houston, TX area. Santa Fe, Alburquerque and Rio Rancho, NM are coming soon.

1.13 Are you in good standing in the state where organized? ☐Yes ☐No

IF YES, ATTACH GOOD STANDING CERTIFICATE. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-1.13**"AND **NUMBER THE PAGES CONSECUTIVELY.**

IF NO, EXPLAIN:

1.14 Principal office in New Mexico:

1.15 Contact

Name: Carlos Rosas

Title: SVP/GM - Southwest Region

Street Address:

Telephone:

Fax

Mobile 919-943-7140

E-mail carlos.rosas@ezeefiber.com

2. **General information.**

Provide a technically expansive and detailed narrative describing the nature of the telecommunications services to be provided and the telecommunications facilities to be utilized in their provision under the franchise, if granted.

Applicant holds a Certificate of Registration to provide competitive local exchange telecommunications service in the State of New Mexico (See Attachment A-3.1).

Applicant intends to install and operate underground high speed fiber optic facilities with capabilities to provide voice, data, internet access, and transport.

IF ADDITIONAL SPACE IS REQUIRED, MARK EACH ADDITIONAL PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-2**"AND **NUMBER THE PAGES CONSECUTIVELY.**

3. **Regulatory Information.**

3.1 Is any telecommunications service to be offered pursuant to this application subject to New Mexico Public Regulation Commission (PRC) approval? ☒Yes ☐No

IF YES, ATTACH A TRUE AND COMPLETE COPY OF THE PRC DECISION. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-3.1**"AND **NUMBER THE PAGES CONSECUTIVELY.**

3.2 Provide the information in this Section 3 for each person/legal entity that will be using the telecommunications facilities to provide telecommunications services under the franchise, if granted.

(FOR MULTIPLE PARTIES, USE COPIES OF THIS PAGE TO PROVIDE THE REQUIRED INFORMATION AND ATTACH THE COMPLETED PAGES. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A3.2**" AND **NUMBER THE PAGES CONSECUTIVELY**.)

3.3 Disclose all of the FCC licenses, call signs or Construction Permit identifications to permit the City to verify your FCC authority:

N/A

IF ADDITIONAL SPACE IS REQUIRED, ATTACH A CONTINUATION SHEET. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-3.3**" AND **NUMBER THE PAGES CONSECUTIVELY**.)

3.4 Licensee's form of organization (e.g., corporation, limited liability partnership):

3.5 Licensee's legal name (as it appears in organizational documents):

3.6 Licensee's principal place of business: Currently Houston, TX area. Santa Fe Albuquerque and Rio Rancho, NM are coming soon.

3.7 Licensee's principal office in New Mexico:

3.8 Licensee contact: Name: Carlos Rosas

Title:	SVP/GM - Southwest Region
Street Address:	
Telephone:	
Fax:	
Mobile:	919-943-7140
E-mail:	carlos.rosas@ezeefiber.com

3.9 Describe Use of telecommunications facilities:

☒ Other (specify)
Please refer to Section 2.

4. Additional Information Provided by Applicant

Applicants are invited and encouraged to provide any additional written or photographic information that they wish the City of Santa Fe to consider in determining whether to grant a franchise.

IF ADDITIONAL SPACE IS REQUIRED, MARK EACH ADDITIONAL PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-4**"AND **NUMBER THE PAGES CONSECUTIVELY.**

5. Certification of Accuracy and Reliability

The undersigned Applicant certifies on behalf of itself and the Owner/s, that the information provided in this form and its contents are true and complete to the best of the undersigned's ability and knowledge and that the information should be relied upon by the City as being accurate and complete in evaluating the application for a franchise.

Ken Bonvillian
Signature

VP of External Affairs
Title

Ken Bonvillian
Print Name

Legal@EzeeFiber.com
E-mail Address

Ezee Fiber Texas, LLC.
Print Company Name

713-405-1082
Telephone Number

02/06/2024
Date Signed

☑ Accepted as complete

☐ Rejected for the following reasons:

Sean Moody
Signature (Engineering Division

SEAN MOODY
Print Name

FEB 12, 2024
Date Signed

CITY OF SANTA FE, NEW MEXICO
BILL NO. 2024-15

INTRODUCED BY:

Mayor Webber

A BILL

GRANTING EZEE FIBER TEXAS, LLC, A NON-EXCLUSIVE FRANCHISE, TO OPERATE A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF SANTA FE; THE RIGHT TO USE CITY PUBLIC RIGHTS-OF-WAY TO PROVIDE TELECOMMUNICATIONS SERVICES WITHIN THE CITY; AND FIXING THE TERMS AND CONDITIONS THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Appendix G, Telecommunication Franchises, shall include a new Article VII, ordained to read as follows:

Section 1. - Legislative Findings. The governing body of the city of Santa Fe finds that:

A. The granting of a franchise to Ezee Fiber Texas, LLC. ("the Company"), is necessary for the access and use of public rights of way to provide telecommunications services within the city of Santa Fe ("city") limits in accordance with the terms and conditions of the Ordinance and the Telecommunications in the Public Rights of Way Ordinance, Article 27-2

underscored material = new [~~bracketed material~~] = delete

SFCC 1987 (“Section 27-2”).

B. The granting of such a franchise permits competitively neutral and nondiscriminatory access to the public rights of way for providers of telecommunications services; and allows the city to appropriately manage the public rights of way in order to minimize the impact and cost to the citizens of the placement of telecommunications facilities within the public rights of way.

C. The granting of a franchise promotes competition among telecommunications services providers and encourages the universal availability of telecommunications services to residents and businesses of the city through the careful management of public rights of way.

D. It is the intent of the city in the granting of the franchise to obtain fair and reasonable compensation for the use of public rights of way through the collection of fees and charges, and to minimize the congestion, inconvenience, visual impact, and other adverse effects on the public rights of way by Company’s commercial use of public rights of way.

E. To the extent permitted by state and federal law, the granting of a franchise allows the city to exercise such other powers, as the city may have to protect the public health, safety, and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers who are residents of the city.

F. In accordance with Article 27-2, Company submitted an application for a franchise on February 6, 2024.

G. The city is authorized to grant one or more non-exclusive franchises for telecommunications services within the city.

H. The city has reviewed Company’s application and has determined that granting a franchise in accordance with Article 27-2 is in the public interest and in the interest of the city and its residents.

I. This franchise, as it relates to the city’s costs, maintenance, management, and

necessary regulation of public rights of way, will assist in meeting the telecommunications related needs and interests of the community.

Section 2. Franchise Terms. In exchange for Company's compliance with the terms of this Ordinance, the provisions of Article 27--2, and other applicable city codes, there is hereby granted by the city to Company permission to use public rights-of-way to provide telecommunications services. All terms of Article 27-2 shall control Company's use of the public rights-of-way except as specifically set out in this Ordinance.

A. **Short Title; Purpose; Applicability.**

1. This Ordinance shall be cited as the "Ezee Fiber Texas FranchiseOrdinance".

2. The purpose of this Ordinance is to grant Company, the right, privilege, and authority to take the following actions:

(a) Furnish and distribute telecommunications services in the city, by means of its network, on, over, under, along and across public rights of- -way, now or hereafter included in the boundaries of the city as such boundaries now exist or may hereafter be extended; and

(b) Construct, purchase, acquire, locate, maintain, and extend into, within, and through the city, a telecommunications network for the period and upon the terms and conditions specified in this franchise comprised of all facilities and equipment used by Company to provide telecommunications services, including but not limited to "Backhaul Equipment" and "Wireless Communication Equipment."

This permission is not exclusive and does not prevent the city from issuing other franchises or authorizations or prevent the city itself from constructing or operating its own telecommunications network within the public rights of -way, with or without a franchise.

3. This franchise applies to the placement of telecommunications facilities

in the city's public rights-of-way.

B. **Definitions.**

Bad Debt means any portion of a debt that is related to a sale of telecommunications at retail, for which gross charges are not otherwise deductible or excludable, that has become worthless or uncollectible as determined under applicable federal income tax standards.

Department means the department of public works.

Gross Charge.

1. Includes all revenues derived directly or indirectly by a Provider from or in connection with the Telecommunications Services offered within the City through or by means of a Telecommunications Network within the City, exclusive of any Franchise Fee or tax passed through to consumers on behalf of governmental agencies, received by the Provider for services provided to customers through use of the Network. *Gross Charge* shall include any revenue received by a Provider or any Affiliate through any means that is intended to have the effect of evading the payment of compensation that would otherwise be paid to the City for Franchise Contract granted pursuant to this ordinance.

2. *Gross Charge* shall not include (i) proceeds from the sale of bonds, mortgages, or other evidence of indebtedness, securities, or stocks; or (ii) gross receipts taxes, bad debt write-offs, and customer credits; or (iii) revenue of any Affiliate or Provider from long distance service, commercial mobile radio service, cellular, personal communications service, other wireless communications service, or directory advertising. Each of the above are not included in the definition of *Gross Charge* and, therefore, are not included in the calculation of any fee due under a Franchise.

3. *Gross Charge* shall be measured and monitored periodically.

Sale of Telecommunications at Retail means the transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for consideration, other

than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, but only when the infrastructure maintenance fee imposed by this chapter previously has been paid to a retailer and the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for use or consumption and not for resale.

Service Address means the location of telecommunications equipment from which telecommunications services are originated or at which telecommunications services are received. If this location is not a defined location, as in the case of wireless telecommunications, paging systems, maritime systems, air-to-ground systems and the like, "service address" shall mean the location of the customer's primary use of the telecommunications equipment as defined by the location in the city where bills are sent.

Telecommunications.

1. All transmissions between or among points specified by the user of information of the user's choosing (whether voice, video, or data), without change in the form or content of the information as sent and received, where such transmissions are accomplished by means of a Telecommunications Network.

2. *Telecommunications* shall not include cable services as defined in Title 47, Chapter 5, Subchapter V-A of the United States Code, as amended (47 USC § 521 et seq.) and shall not include telecommunications services provided and used by a public utility as that term is defined at NMSA 1978, § 62-3-3(G) , or successor statute, for (i) its internal system communication needs; and (ii) provided directly or indirectly to its customers, including but not limited to electronic meter reading, load control, demand side management, power quality monitoring, and other activities related to the delivery of electricity or natural gas.

Telecommunications Network means any System which includes facilities and/or equipment placed in the Public Rights-of-Way and used to provide any Telecommunications

Service.

Telecommunications Provider ("Provider") means:

1. Any Person who provides any Telecommunications Service within the City by means of the following methods:

(a) a Telecommunications Network owned by such Person or its Affiliate;

(b) specifically identifiable facilities of a Telecommunications Network reserved or made available for the use of such Person or its Affiliate under a lease or any other arrangement for a term longer than 120 days; or

(c) facilities of a Telecommunications Network not owned by such Person or its Affiliate and not specifically identifiable but obtained from another Person (including another Provider) if the use of such facilities is continuing and substantial. A Person owning or operating telecommunications facilities that merely pass through the City and such Person and facilities do not offer Telecommunications Service to subscribers within the City shall not be subject to this ordinance, provided that Person has received other appropriate authorization from the City to rent or occupy the Public Rights-of-Way.

2. Except to the extent that a *Provider* or a Person uses the Public Rights-of-Way, a *Provider* or any Person which provides commercial mobile radio service, cellular, personal communications service, or other wireless communications service shall not be subject to this ordinance with respect to such service.

Telecommunications Service. The offering of Telecommunications within the City for a fee directly to the public, or to such classes of users as to be effectively available directly to the public.

Trenchless excavation means any line installation, replacement or rehabilitation through the use of boring, jacking, horizontal drilling or tunneling.

Wireless Telecommunications includes cellular mobile telephone services, personal wireless services as defined in Section 704(C) of the Telecommunications Act of 1996 (Public Law Number 104-104), as now or hereafter amended, including all commercial mobile radio services and paging services.

C. **Infrastructure Maintenance Franchise Fee.**

1. Pursuant to the authority granted by NMSA 1978, section 3-42-1 and 47 U.S.C. § 253(c), there is hereby imposed an infrastructure maintenance franchise fee upon the Company at the rate of two percent (2%) of all gross charges charged by the Company to a service address in the city for telecommunications originating or received in the city.

2. The fee imposed by this chapter shall not be imposed in any circumstances in which the imposition of the fee would violate the Constitution or statutes of the United States.

D. **Filing Returns and Payment of Franchise Fee.**

1. On or before the last day of each quarter, the Company is required to pay the infrastructure maintenance fee imposed by this chapter and shall file with the City a remittance return and shall pay the fee attributable to gross charges for the preceding calendar month. The return shall contain such information as the director may reasonably require.

2. On or before the last day of the fourth quarter of 2024, the Company shall provide to the City a report certified by an independent certified public accountant attesting to the amount of the infrastructure maintenance fees paid to the department for the preceding calendar year, and that such amount complies with the requirements of this chapter.

E. **Collection of Additional Charges by Retailers.**

1. When the Company makes or effectuates a sale of telecommunications at retail, it shall pay the infrastructure maintenance fee to the department as provided by section C, of this chapter. The fee shall constitute a debt owed by the retailer to the city.

2. The retailer may charge each customer an additional charge in an amount equal to the infrastructure maintenance fee attributed to the customer's service address in the city. This additional charge to customers shall, when collected, be stated as a distinct item on the bill to each customer separate and apart from the retailer's gross charges to its customers for telecommunications.

3. Each retailer may retain 2% of the additional charges it collects under this chapter to reimburse itself for expenses incurred in connection with accounting for and remitting the fee to the department.

F. **Registration of Providers and Resellers.**

1. Within ninety (90) days after the effective date of the ordinance authorizing a franchise with the Company, the Company shall provide the name and address of every telecommunications reseller or other telecommunications company with whom the Company has a contractual relationship to provide telecommunications services or to make available telecommunications facilities in the public way. The Company shall have a continuing duty to file with the City, within 45 days after the date of occurrence of any changes in the information provided to the City, including the creation or termination of a contractual relationship described herein.

2. *Resales.* Whenever amounts are claimed to be excluded from gross charges as sales for resale, the reseller shall furnish to the Company the reseller's resale information. The Company shall retain the resale information with its books and records.

G. **Maintaining Books and Records.**

The Company shall keep accurate books and records of its business or activity, including original source documents and books of entry denoting the transactions that gave rise, or may have given rise, to any liability or exemption. All such books and records shall, at all times during business hours of the day, be subject to and available for inspection by the department with

twenty-four (24) hour notice.

H. **Insurance Requirements**. Company shall comply with the provisions of Section 27-2.9 SFCC 1987, and Company shall obtain and maintain in full force and effect throughout the term of this franchise the following types of insurance:

1. Commercial comprehensive general liability insurance; and

2. Workers' Compensation insurance, as required by law.

I. **Term of Franchise.** The term of this franchise, and the rights, privileges, and authority granted hereunder shall continue for a period of ten (10) years from the effective date hereof. The term of this franchise shall automatically be renewed annually unless Company provides notice to City of its intent not to renew at least thirty (30) days prior to expiration of the then current term. Company may surrender permits at any time and remove its telecommunications facilities at any particular location upon thirty (30) days' prior written notice to City. Company shall not be obligated to pay the franchise fee for such location following removal of its telecommunications facilities.

J. **Indemnity.** Company and City agree to defend, indemnify, and hold harmless each other and its officials, agents, volunteers, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from the activities of the indemnifying party pursuant to this franchise, except to the extent caused by the negligence or willful misconduct of the indemnitee or by reason of any asserted act or omission, neglect, or misconduct of the indemnitee, or its agents or employees, or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage. Neither party shall be liable to the other for consequential, indirect or punitive damages (including lost revenues, loss of service, or loss of data) for any cause of action, whether in contract, tort or otherwise, even if the

party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. The maximum liability of either party to the other hereunder shall be the amount paid or payable during the preceding twelve (12) months.

K. **Violations and Penalties.** If the Company fails to pay the infrastructure maintenance franchise fee, as provided by this Chapter, the Company shall be subject to a fine of $100 for each day that the failure to pay continues. Each day that the Company fails to pay shall constitute a separate and distinct violation under this Chapter. Any retailer that becomes subject to this fine may be enjoined from doing business in the city until the Company has paid all sums due under this Chapter.

Any telecommunications company who otherwise violates this chapter shall be subject to a fine of $100 for each offense. Each day the violation continues shall constitute a separate offense.

L. Dispute Resolution Provision.

1. In the event of any other dispute arising from or relating to the franchise or breach thereof, and if the dispute cannot be settled through negotiations, the following process will be followed during which any of the above remedies and penalties may be imposed.

2. All disputes will be mediated prior to litigation. The costs of such mediation will be equally split. The place of the mediation session shall be in Santa Fe, New Mexico. The City and the Company will select a mediator or mediators by mutual agreement and, in cooperation with the mediator(s), shall determine all necessary rules and procedures for the mediation. The City and the Company will fully cooperate in the mediation activities. All mediation communications shall be confidential, not subject to disclosure and shall not be used as evidence in any arbitration, judicial, or administrative proceeding, as set forth in the Mediation Procedures Act, NMSA 1978, Sections 44-7b-1 through 44-7b-6.

M. **Unauthorized Use of Public Rights-Of-Way Unlawful.** In accordance with Section 27-2.8 SFCC 1987, Company shall not:

1. Use public rights-of-way without authorization to provide telecommunications services.

2. Place facilities on public structures or public utility infrastructure to provide telecommunications services which are not allowed under the terms of this franchise. Each unauthorized use shall be deemed to be a distinct and separate offense. The provisions of this paragraph do not apply to any dispute between the City and Company under this franchise where the City alleges that Company has failed to comply with the terms of this franchise.

N. **Obligations of Providers Regarding the Public Rights of Way.** The Provider shall comply with the provisions of Section 27-2.8 regarding the public right of way. Before the provider may conduct underground work involving excavation, new construction, or major relocation work in any public rights-of-way, the provider shall first notify the City through the acquisition of a street cut permit as per Section 23-2 SFCC 1987 and shall comply with any special conditions relating to location, scheduling, coordination, and public safety as more particularly described by Section 27-2.8.

O. **Compliance with Law.**

1. Company and City shall comply with the terms and conditions of Article 27-2 SFCC 1987 except as set forth herein, all other applicable City ordinances, and federal and state laws.

2. Company is explicitly subject to the police powers of the City, all other applicable governmental powers, and the city's rights under state and federal laws.

P. **Severability.** The requirements and provisions of this Ordinance and its sections, parts, subparts, paragraphs, and clauses are severable. In the event that any requirement, provision, section, part, subpart, paragraph, or clause of this Ordinance, or the application thereof

to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the Ordinance be enforced to the maximum extent possible consistent with the purposes of this Ordinance.

Q. **Effective Date; Publication**. As provided by NMSA 1978, Section 3-42-1, this Ordinance shall not become effective until at least thirty (30) days after its adoption, during which time this Ordinance shall be twice published in full, not less than seven days apart. As required by law, Company shall pay the publication cost.

R. **Acceptance**. Company, within thirty (30) days of the date of adoption of this Ordinance, shall file with the city clerk an unconditional acceptance of this Ordinance, on a form prescribed by the city. Within ten (10) days after the filing of the acceptance, the city clerk shall acknowledge in writing the receipt of Company's acceptance. If Company does not file said acceptance this Ordinance shall not be or become effective.

S. **Notice.** For the purpose of this Ordinance:

1. Notice to the city shall be to:

City Manager
City of Santa Fe
Post Office Box 909
Santa Fe, New Mexico 87504-0909

With a copy to:

City Attorney
City of Santa Fe
Post Office Box 909
Santa Fe, New Mexico 87504-0909

2. Notice to Company will be to:

General Manager, Southwest Region

Ezee Fiber Texas, LLC

14850 Woodham Drive

Suite B-105

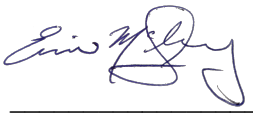
Houston, TX 77073

Attn.: Carlos Rosa, Senior Vice President

3. Notice shall be effective upon delivery at the above addresses until the City or Company notifies the other in writing, of a change in address. All notices shall be delivered personally or sent by certified mail, return receipt requested to the parties at their respective addresses set forth above.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2024.

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2024/Bills/Granting Ezee Fiber Texas Franchise

FIR No. 10620

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Granting Ezee Fiber Texas Franchise

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Public Works Department

Staff Completing FIR: Sean Moody **Date:** 23-July-24 **Phone:** (505) 995-6931

Reviewed by City Attorney: [signature] **Date:** Oct 4, 2024

Reviewed by Finance Director: Emily K. Oster **Date:** Oct 4, 2024

Summary:
This Bill would allow Ezee Fiber Texas, LLC, ("Applicant"), a non-exclusive franchise to operate a telecommunications network within the city of Santa Fe limits ("city"), the right to use public rights-of-way to provide telecommunications services within the city, and fixes the terms and conditions thereof. Granting this franchise will increase the number of competitive commercial options for obtaining internet service. As compensation for use of the publics rights-of-way, the Applicant would be required to pay the City of Santa Fe ("City") an infrastructure maintenance franchise fee of two percent (2%) of all gross revenue charged by the Applicant to service addresses in the city. The franchise fee revenue will accrue to the City's municipal general fund.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the number of competitive commercial options for obtaining internet services would not increase.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Federal law requires competitively neutral and nondiscriminatory access to the public rights-of-way for telecommunications networks to promote competition among telecommunications services providers and to encourage the universal availability of telecommunications services to residents and businesses through careful management of the public rights-of-way. SFCC 1987, Section 27-2, the Telecommunications Facilities in the Publics Rights-of-Way Ordinance (Ordinance 2010-14), establishes a policy for use of the public rights-of-way for telecommunications in the city.

Performance and Administrative Implications:
Impacts to the public rights-of-way including street cuts, aerial work, temporary traffic controls and obstructions, require separate permitting by the Streets and Drainage Maintenance Division. Above-ground facilities require Land Use review.

Fiscal Implications:
The franchise imposes an infrastructure maintenance franchise fee of two precent (2%) of gross revenue charged by the provider to service addresses located within the city. Because the provider does not currently provide services within the city, recurring and non-recurring revenue is projected to be zero dollars ($) in Fiscal Years 2025, 2026, and 2027. The Applicant will need to build out its network as well as acquire customers.

Fiscal Impact

***See Fiscal Implications narrative above. Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative: None.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

***The revenue source is an infrastructure maintenance franchise fee of two percent (2%) of gross revenue changed by the provider to service addresses located within the city of Santa Fe. Because the provider does not currently provide services in the city, recurring and non-recurring revenue is projected to be zero in Fiscal Years 2025, 2026, and 2027. To generate revenues and pay franchise fees, the Applicant will first need to build out its network as well as provide services to customers.

Signature:

Email: rawheeler@santafenm.gov

Signature:

Email: sxmoody@santafenm.gov

Signature:

Email: jcnelson@santafenm.gov

SANTA FE NEW MEXICAN

Founded 1849

CITY OF SANTA FE-MAIN
PO Box 909
Santa Fe, NM 87504-0909

ACCOUNT:	S2460
AD NUMBER:	85980
TAG LINE	LEGAL #93349
P.O.#:	CITY CLERK
1 TIME(S)	$85.68
AFFIDAVIT	10.00
TAX	7.83
TOTAL	103.51

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Alejandra Molina, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 93349 a copy of which is hereto attached was published in said newspaper 1 day(s) between 12/05/2024 and 12/05/2024 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 05th day of December, 2024 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

*ISI*_____
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 5th day of December, 2024

Notary _____

Commission Expires: March 14, 2027

NATHANIEL CRISTOFER MARTINEZ
Notary Public - State of New Mexico
Commission # 1139927
My Comm. Expires Mar 14, 2027

LEGAL #93349

CITY OF SANTA FE
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 p.m. on Wednesday, January 15, 2025.

The purpose of the public hearing will be to consider the following:

BILL NO. 2024-15. A Bill Granting Ezee Fiber Texas, LLC, a Non-Exclusive Franchise, to Operate a Telecommunications Network within the City of Santa Fe; the Right to use City Public Rights-of-Way to Provide Telecommunications Services within the City; and Fixing the Terms and Conditions Thereof. (Sean Moody, Project Administrator; sxmoody@santafenm.gov)

This bill is available in its entirety on the City's web site http://www.santafenm.gov (click on Departments/City Attorney/Legislative Services) or upon request and payment of a reasonable charge, in the City Clerk's Office, City Hall, 200 Lincoln Avenue, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Interested parties may view the meeting on the City's YouTube Channel: https://www.youtube.com/user/cityofsantafe. An agenda with complete information about meeting attendance and in-

structions to provide live public comment will be posted on the City's website no later than seventy-two (72) hours before the meeting: https://santafenm.portal.civicclerk.com/

The Governing Body shall review and consider all public input prior to taking action.

/s/Andréa Salazar, City Clerk/Director of Community Engagement

PUB: Dec. 5, 2024

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT



CDBG Program Year 2023
(July 1, 2023 - June 30, 2024)

SUBMITTED BY: City of Santa Fe
Office of Affordable Housing
P.O. Box 909
123 Marcy Street, Suite 205
Santa Fe, New Mexico 87501
Phone # (505) 316-4634

Questions and Comments: Toniette Candelaria Martinez, tocandelariamartinez@santafenm.gov or (505) 316-4634

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a) - This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Santa Fe's focus throughout the program year was to mitigate the effects of socio-economic challenges, particularly regarding housing stability, by improving the city's housing stock, increasing the number of affordable housing units, and providing shelter and services to facilitate rehousing for those who have lost it. In Program Year (PY) 2023, the city used its CDBG funds to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households, as well as to address the needs of those experiencing homelessness or at risk of becoming homeless. To meet these goals, the City used its goals and objectives in the 2023-2027 Consolidated Plan and 2023-24 Annual Action Plan to assess housing needs and provide recommendations for meeting the needs. In PY 23, the City provided CDBG program funds to multiple service providers, supporting collaboration, and strategically applying its federal and non-federal resources to community needs. Accomplishments for the 2023 program year (City's FY24) are summarized below.

- Santa Fe Public Schools Adelante program served 921 homeless students and their families by providing referrals to housing resources as well as assistance with counseling, education, food, and clothing;
- The Interfaith Community Shelter continued to implement the Summer Safe Haven for All program. The program was able to serve 745 guests for overnight shelter. During PY 23, the Shelter saw an increase in the bed nights, meals, and day services provided;
- Youth Shelters and Family Services provided beds, case management, outreach services, and referrals to fifty-four (54) homeless or at risk of homelessness youth through their Transitional Living and Street Outreach programs;
- Homewise (4) and the Housing Trust (2) assisted a total of six (6) home buyers with mortgage principal reduction loans, utilizing entitlement funds and program income generated from past CDBG awards;
- Santa Fe Habitat for Humanity rehabilitated fourteen (14) single family homeowner occupied homes owned by low-income households all below 80% of Area Median Income (AMI);
- St. Elizabeth's Shelter replaced the heating and air conditioning systems in eight (8) apartments at Sonrisa Supportive Family Living apartments, supporting nine (9) households.
- Vincent's Legacy (a partnership between St. Elizabeth Shelters and the national nonprofit Community Solutions) provided case management, referrals to other agencies and a variety of services to help 142 tenants living at Santa Fe Suites maintain their housing.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g) - Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
1A Increase Availability of Supportive Services	Homeless	CDBG: $470,380	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4000	921	23.03%	800	921	115.13%
1A Increase Availability of Supportive Services	Homeless	CDBG: $470,380	Homeless Person Overnight Shelter	Persons Assisted	2150	799	37.16%	430	799	185.81%
1B Expand Options for Overnight Shelter Beds	Homeless	CDBG: $295,380	Homeless Person Overnight Shelter	Persons Assisted	2150	799	37.16%	430	430	100.00%
1C Increase and Improve Street Outreach and Suppor	Homeless	CDBG: $100,000	Homeless Person Overnight Shelter	Persons Assisted	550	54	9.82%	110	54	49.09%

1D Increase Available Permanent Supportive Housing	Homeless	CDBG: $523,500	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	50	0	0.00%	10	0	0.00%
2A Expand Choice for Affordable Rental Opportuniti	Affordable Housing	CDBG: $523,500	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	50	0	0.00%	10	0	0.00%
2B Expand Choice for Affordable Home Buying Opport	Affordable Housing	CDBG: $724,820	Direct Financial Assistance to Homebuyers	Households Assisted	20	6	30.00%	2	6	300.00%
2C Improve Condition and Preserve Affordable Rental Housing	Affordable Housing	CDBG: $523,500	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	50	0	0.00%	10	0	0.00%
3A Provide for Owner Occupied Housing Rehabilitation	Affordable Housing	CDBG: $500,000	Homeowner Housing Rehabilitated	Household Housing Unit	60	14	23.33%	12	14	116.67%
3B Provide for Energy Efficiency Upgrades and Accessibility	Affordable Housing	CDBG: $500,000	Homeowner Housing Rehabilitated	Household Housing Unit	60	14	23.33%	12	14	116.67%

3C Maintain Financial Stability for LMI Homeowners	Affordable Housing	CDBG: $1,224,820	Homeowner Housing Rehabilitated	Household Housing Unit	60	14	23.33%	12	14	116.67%
3C Maintain Financial Stability for LMI Homeowners	Affordable Housing	CDBG: $1,224,820	Direct Financial Assistance to Homebuyers	Households Assisted	20	6	30.00%	2	6	300.00%
4A Increase Economic Opportunities for LMI Population	Non-Housing Community Development	CDBG: $790,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	400	0	0.00%	80	0	0.00%
4B Expand Public Facilities and Infrastructure for	Non-Housing Community Development	CDBG: $790,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	400	0	0.00%	180	0	0.00%
4C Expand Access to Parks and Open Spaces	Non-Housing Community Development	CDBG: $300,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	300	0	0.00%	100	0	0.00%

4D Expand Access to Transportation	Non-Housing Community Development	CDBG: $300,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	300	0	0.00%	100	0	0.00%
4E Increase Programming to Prevent Displacement	Affordable Housing	CDBG: $675,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4000	921	23.03%	800	921	115.13%
4E Increase Programming to Prevent Displacement	Affordable Housing	CDBG: $500,000	Homeowner Housing Rehabilitated	Household Housing Unit	60	14	23.33%	12	14	116.67%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Santa Fe's CDBG program primarily focuses on meeting the housing and public service needs of its low- and moderate-income residents, including programs that range from assisting the homeless to improving homeowner properties. The city's priorities are reflected in its 2023-24 Action Plan activities and related accomplishments. The majority of the city's CDBG activities met or exceeded their intended targets.

With respect to the city's affordable housing priorities, Habitat for Humanity's home repair program has achieved its goal by providing essential repairs to fourteen (14) households within the program year. This activity was in direct alignment with the objectives outlined in the Consolidated Plan, focusing on the preservation and improvement of existing housing, as well as the promotion of accessible housing options. Throughout the program year, Habitat's rehab team successfully repaired or replaced eight (8) roofs, replaced four (4) swamp cooler/EV with new units, completed furnace repairs including a whole home unit, finished two (2) bathroom and shower projects providing improved accessibility as well as one home with window and step repair and maintenance.

Homewise (4) and the Housing Trust (2) assisted a total of six (6) homebuyers with mortgage principal reduction loans, utilizing entitlement funds and program income generated from past CDBG awards.

SFPS's Adelante Program exceeded its target by serving 921 students and their families experiencing homelessness, instead of the intended eight hundred, demonstrating the City's commitment to increasing access to high-quality schools and increasing opportunities for at-risk populations. Although the program is officially reporting 921 unduplicated students served, the actual impact is far greater, as many of the families served experience transience and may live in various housing situations throughout the school year.

Additionally, vital support services and overnight shelter beds were extended to those experiencing homelessness through Interfaith Shelter's Summer Safe Haven for All program and Youth Shelters' Transitional Living and street Outreach Program, which collectively provided services to a total of 799 individuals or households, exceeding the goal for PY 23-24. These initiatives address the Consolidated Plan's goal of providing opportunities for at-risk populations and the crucial priority needs of offering emergency shelter and supportive services to people experiencing homelessness.

During fiscal year 2023-24, Interfaith Community Shelter saw a substantial increase in the bed nights, meals, and day services provided. The program was able to serve 745 guests for overnight shelter. ICS saw many successes in connecting guests to resources for life stabilizing services and permanent housing. Providing more intensive case management for our chronically homeless guests has led to successfully connecting to necessary service providers for behavioral and medical services to move these individuals through the continuum of care and connect to housing. With its transition from the

Women's Summer Safe Haven to the new Summer Safe Haven for All and the roll out of its mobile services program, ICS continues to evaluate and implement programming that reaches more unhoused individuals in the community.

Youth Shelters and Family Services provided beds, case management, outreach services, and referrals to fifty-four (54) homeless or at-risk homeless youth through their Transitional Living and Street Outreach programs. Although the programs did not reach their goal of serving 110 youth, the discrepancy indicates a positive outcome. The number of youths served has remained consistent at the Transitional Living Program, however, Youth Shelters & Family Services is seeing much fewer engagements at the street level in the 17 to 21 year-old range which is an indication that their Rapid Rehousing Housing First model of engagement is continuing having a positive impact.

The Youthworks Social Justice Kitchen activity has been delayed. An asbestos study on the facility was required prior to issuing a demolition permit. Youthworks commissioned an evaluation of the facility which found asbestos in the mastic glue of the ceiling tiles and floor tiles, in 18% of the facility. A quote for remediation was obtained and Youthworks expects the remediation and demolition of the space to be completed in December 2024.

Completion of the Bella Luz Apartments/Lamplighter Inn Motel conversion is still in a pre-construction stance. CDBG funds were used for asbestos remediation and this phase of the project, along with lead-based paint remediation is complete. Newly established construction requirements will require changes to landscaping, entries, exits, sidewalks, buffer zones, parking spaces and site lighting. The project hopes to be able to go to bid for a general contractor in September 2024.

Construction of the El Camino Real Academy Trail is expected to be completed in Fall, 2024. CDBG funds were used to pay for predevelopment expenses to leverage other city funds for construction. The El Camino Trail will provide dedicated Safe-Routes-To-School access to low- and moderate-income students and families in a high LMI area (70%).

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	1,657
Black or African American	42
Asian	15
American Indian or American Native	70
Native Hawaiian or Other Pacific Islander	17
Total	**1,801**
Hispanic	1,267
Not Hispanic	534

Table 2 – Table of assistance to racial and ethnic populations by source of funds

The racial and ethnic composition reported for CDBG program sub-recipients represents cumulative annual data collected that represents a total of 1,801 recipients of CDBG-funded projects, programs, and services. Of this number, the self-identified racial and ethnic statuses from the city's direct service activities are shown in the table above.

Hispanic is an ethnicity and is separate from the rest of the table which categorizes by race. Hispanic is an ethnic category that refers to individuals with ties to Spanish-speaking countries, primarily from Latin America and Spain. People of Hispanic ethnicity may identify with various races, including White, Black, Indigenous, or others.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,837,654	1,479,947
Other	public - local	3,664,500	1,947,926

Table 3 - Resources Made Available

The City was awarded entitlement funds of $627,175 for PY2023. Unexpended CDBG entitlement awards from previous years totaling $998,343 were reprogrammed and obligated to new activities in PY2023 (City's FY24). Additional funds from Program Income generated by Homewise and the Housing Trust's Mortgage Principal Reduction programs totaled $212,136, all of which was expended against eligible CDBG activities and new MPR loans. Total expenditures of CDBG funds reported in 2023-2024 PR26 including program income were $1,479,947. The remaining unexpended balance totaling $357,707 will continue to fund activities in PY24.

$3,664,500 from the Affordable Housing Trust Fund was made available during PY23 (City's FY24), of which $1,947,926.05 was expended. Contracts with remaining balances were amended to extend the term, so grantees could have additional time to spend down the remaining funds.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100	100	Citywide

Table 4 – Identify the geographic distribution and location of investments

In any given program year, the City of Santa Fe does not prioritize allocating funds and supporting programs geographically, due to the City's lack of population density relative to its size. Instead, the City focuses programs on the household income or an identified characteristic of the participants and/or recipients of assistance. For example, mortgage reduction assistance is provided based upon the homebuyer's income rather than the location of the home. Likewise, public service programs for at-risk youth serve the citywide population, rather than those youth living in a specific census tract. This description has been reported in previous years and that priority remains. However, on occasion, a project proposal will be accepted because allocating funds at that site will also serve other community development goals.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Santa Fe's model of service delivey is to pass though most federal funds to subgrantees, who provide the services. This ensures that services are furnished in the most efficient and relevant manner possible. Additionally, the City strives to leverage local funds to ensure that effective and important local services continue to be provided in our community, regardless of the status of federal funds. The City's nonprofit partners estimate that every dollar of federally-funded mortgage reduction assistance from this past year leveraged $3.52 of funding from other state, local, and private sources. Both the Housing Trust and Homewise are CDFIs and actively leverage funds from HOME, Fannie Mae secondary market loans, state-funded mortgage products allocated through the New Mexico Mortgage Finance Authority, Low Income Housing Tax Credits (The Housing Trust), solar tax credits, Federal Home Loan Bank of Dallas' Community Investment Programs, bank and foundation investments, and other DOE funds as well as having substantial organizational resources to use for real estate development and to support programmatic goals. Likewise, the supportive housing providers in Santa Fe are also well-leveraged and use CDBG funds to expand on their missions very effectively

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	10	9
Number of Non-Homeless households to be provided affordable housing units	14	18
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**24**	**27**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	22	23
Number of households supported through Acquisition of Existing Units	2	4
Total	**24**	**27**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The one-year goal of ten (10) homeless households with affordable housing was supported by the rehabilitation of the Sonrisa Family Housing project which served nine homeless households in PY 23. The one-year goal of supporting fourteen (14) non-homeless households with affordable housing was met through the Habitat for Humanity's Emergency Home Repair Program (14) and Homewise's Mortgage Principal Reduction (4) program which served 18 low- and moderate-income households.

CDBG was used for asbestos remediation at the Lamplighter Inn and the conversion of the motel into affordable housing is still underway. The City is currently reporting zero units for this project in IDIS but will report outcomes in the database as soon as the property is occupied. The CR-20 table for the 2022 program year included the fifty-eight units that will be made available.

Discuss how these outcomes will impact future annual action plans.

The outcomes in PY23 will have a similar effect on future CDBG funding allocations. Demand for affordable housing options, supportive services and prevention of foreclosure and homelessness are still the highest priorities for Santa Fe. There is continued need to shelter homeless individuals and provide permanent supportive housing options to keep them housed. Similarly, the need for rehabilitation of the city's aging housing stock will continue, especially for seniors, disabled persons, and communities of color.

Mortgage reduction assistance continues to be crucial in the City of Santa Fe. Low-to moderate-income borrowers need additional assistance to purchase a home due to the ever-increasing home prices and higher interest rates. In many cases, borrowers obtain additional sources of mortgage reduction assistance (on top of CDBG funds) to have a chance to purchase a home in Santa Fe. Santa Fe, like many other areas, is facing its worst housing affordability crisis to date. Increased focus will target the construction of new housing for homeownership as well as affordable rental units and home repair to preserve and maintain existing affordable housing stock.

Continued priority will be given toward public services that provide systemic solutions through education, as well as mitigation efforts with homelessness, and at-risk for homelessness service programs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual
Extremely Low-income	16
Low-income	4
Moderate-income	7
Total	**27**

Table 7 – Number of Households Served

A total of 27 households were served, including 16 extremely low-income households and 4 low-income households. This achievement is reflective of the vital role served by CDBG funds in Santa Fe to meet the needs of individuals and families who have very few options for support. All programs included outreach and services provided for those households and individuals with worst case housing needs, paying more than half of their income for rent, those living in seriously substandard housing, to include those without a home, or those who have been involuntarily displaced.

Moving forward, other actions taken to foster and maintain affordable housing include utilizing city-owned land for affordable housing developments and continuing to preserve affordable housing through rehabilitation programs.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The growing population of persons experiencing homelessness in Santa Fe has greatly amplified the City's need and desire to end functional homelessness. All of the city's nonprofit partners who work with homeless persons have extensive outreach activities to include veterans, families, and unaccompanied youth.

The Interfaith Community Shelter has three programs to serve individuals experiencing homelessness: the Seasonal Overnight Shelter (SOS), that offers emergency beds and meals in the colder months; the Summer Safe Haven for All, that offers emergency beds and meals to chronically homeless individuals during the summer months and the Day Services Program, that offers clothing, showers, lunches, case management (which includes assistance with obtaining state IDs and referrals for other services) and an array of services through Partner Providers in the building (medical care, job counseling, housing assistance, meditation, etc.). Interfaith saw a substantial increase in the bed nights, meals, and day services provided in PY 23, and the program was able to serve 745 guests for overnight shelter. All three programs are also partially funded through local funds allocated through the City's Youth and Family Services Division.

The City used CDBG funds during the program year 2023 (FY24) to support Youth Shelters and Family Services (YSFS) in providing Transitional Living and Street Outreach for young adults ages 16-22. Through the Transitional Living Program, twenty-three (23) youth ages 17-21 were provided a safe place to stay and case management to help them attain their educational and employment goals. The Street Outreach Program supported with CDBG funds served fifty-four (54) total clients during the reporting period and provided them with referrals, services and case management targeted toward assisting them to exit homelessness. Many young people in both programs have become housed on a more permanent basis through the YSFS Youth Homelessness Demonstration Project which provides Rapid Rehousing to clients 18-24 years old.

Another way that families experiencing homelessness are assisted is through the Adelante program, which provides referrals to services, school supplies, food, clothing, and other supports to students enrolled in Santa Fe Public Schools and their families. CDBG funds were used to expand staff hours, which enabled the program to serve 921 children and youth in need.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City works in partnership with many non-profit organizations who provide a wide range of services

to prevent “at-risk” populations such as unaccompanied youth, battered families, people with disabilities, veterans, and seniors. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities and services such as health care, transportation, and counseling. These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City, through its community partners, supports emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

St. Elizabeth continues to play a strong role in providing services to the needs of the homeless in Santa Fe. St. Elizabeth collaborates closely with the Interfaith Community Shelter, Consuelo’s Place and NM Coalition to End Homelessness. This enables the agency to assist its clients to find work, apply and receive social security disability benefits, obtain medical and mental health services, and ultimately locate and move into housing. St. Elizabeth continues to manage the Santa Fe Suites, a former 123 unit extended-stay motel and converted it into supportive permanent housing for those coming out of homelessness and low-income individuals and couples. In PY 23, the program served 142 clients with case management, referrals to other agencies and a variety of services to help them maintain their housing.

The City of Santa Fe also works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated assessment where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs, and the assessment is used to create a prioritized list with chronically homeless people at the top of the list for permanent supportive housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City relies on its network of community partners to facilitate coordination of services to individuals and families that are vulnerable to homelessness. During the 2023 program year, the City continued its work with the Built for Zero initiative, a nationally recognized, evidenced-based program which provides strategies and solutions for eliminating chronic homelessness. Communities in BFZ focus on achieving “functional zero” for one population, as a step on the way toward solving homelessness for all populations. This evidence-based model uses quality data to guide communities to reach functional zero, which when reached, makes homelessness rare and brief. BFZ is a data driven model. Quality data

is maintained by collecting real-time, by-name data through coordinated outreach efforts to create a list of every individual experiencing homelessness in the community. A “by-name list” helps providers understand the unique needs of an individual experiencing homelessness and recognizes that unhoused individuals all have their own story. Functional zero is indicated by inflow and outflow. A community has reached functional zero when the number of people being housed surpasses the number of individuals being added to the by-name list. Santa Fe has committed to reach functional zero by 2026.

The use of Rapid Rehousing is limited by its applicability to the household in need. Life Link, New Mexico Coalition to End Homelessness, Youthworks, and Adelante are the City’s partners in administering rapid rehousing assistance and assesses each household at intake. For those with fewer barriers, rapid rehousing provides support until the household increases income and/or benefits and can manage the housing expense independently. Life Link and other rapid re-housing providers emphasize ongoing case management and referral to other services (employment, education, job training, budgeting, health care/insurance, food, transportation, etc.) so that when assistance ends with one program, the household is poised to enter another program if independence has not been achieved.

Several agencies collaborate so that a person who is discharged from an institution, recovery program, detention center or hospital is transitioned to a safe place to stay. Anchorum St Vincent Foundation focuses particularly on people discharged from the hospital to ensure that they do not end up on the streets by paying for beds and staffing at local shelters, particularly for those who need longer term care for ordered bed rest, wound treatment, etc. The County of Santa Fe also pays for a navigator to help folks in jail get connected to services and shelter upon discharge. There are several gaps in this informal system though, and many services providers recognize the need to formalize a discharge policy. ESG funds are not used directly by the City or its immediate partners but there is consensus across the Continuum of Care membership that there is need to investigate the potential of ESG use in Santa Fe.

The City works with, and provides CDBG funding to, Youth Shelters and Family Services to help address the needs of youth who are at risk of becoming homeless after leaving foster care, other youth facilities, as well as dysfunctional homes. Specifically, the Youth Shelters' Street Outreach Program proactively provides outreach services for youth living on the streets. Their Street Outreach Drop-In Center provides these youth with hot meals, showers, computer and phone access, and a safe space to connect with support systems.

In addition to CDBG funds, other City departments actively support programming for youth exiting foster care and youth facilities. Youthworks receives City funding for its apprenticeship and job skills training programs as well as funding for social services provided to its youth participants and is in the process of creating a commercial kitchen and culinary training program for at-risk youth.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

For chronically homeless households, the service delivery system relies on a network of housing providers, and services coordinated through the Continuum of Care, the City's funding cycles (through the Children and Youth Commission, the Human Services Committee, and the Community Development Commission), and other regional efforts. Upon intake each homeless or at-risk household is assessed to determine whether they qualify for rapid rehousing or whether their needs are more intensive. If the household has few barriers then they can use rental assistance until they are able to manage the housing expense on their own- either through income or an increase in benefits. Additionally, individuals who are referred through the CONNECT navigation network are assessed and referred to the appropriate agency to receive supportive housing services. A navigator at the service agency walks alongside the individual/household who is experiencing or is at-risk of homelessness to determine what is needed to secure stable housing. Navigation takes place until the housing needs are met. Extensive outreach activities include veterans, their families unaccompanied youth.

Additionally, the City continues to look for opportunities to leverage local funds to purchase properties to be converted into permanent supportive housing. The Lamplighter Inn conversion is nearing completion with the support of CDBG funds. When completed, the project will provide fifty-eight units of affordable housing that will be available only to individuals earning 80% AMI or less, with a quarter of the units set aside for chronically homeless individuals. The Lamplighter Inn project is a joint effort between the City of Santa Fe, Santa Fe County, Anchorum St Vincent, the Life Link, JL Gray Company, New Mexico Coalition to End Homelessness, Thornburg Foundation, Santa Fe Community Foundation, and the NM DFA. An important aspect to the evolution of the City's approach to ending homelessness is the coordination of a system-wide framework to ensure that outreach and coordinated entry systems are truly effective.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Santa Fe Civic Housing Authority (SFCHA) is the primary public housing agency in Santa Fe. It oversees twenty-eight units of public housing, 491 units of HUD Project based rental assistance (PBRA) – 459 of which are also LIHTC units, and 145 Low Income Housing Tax Credit (LIHTC). SFCHA also manages 670 housing choice vouchers in Santa Fe. Of the PBRA there are a total of 359 units for seniors and 132 units for families. Currently, over 300 people are on the waiting lists for a housing authority apartment unit, and approximately 300 people on the Section 8 waiting list for Santa Fe. SFCHA receives approximately thirty-five applications per month for housing. The wait for a unit is between 18 and 24 months; however, the waiting lists are usually only open on a lottery basis at designated times during the year. In addition SFCHA owns and operates affordable units in the City of Espanola and the Town of Bernalillo.

The SFCHA utilizes site-based or site-driven wait lists, which better supports applicants so that the Authority doesn't have to turn an individual or family down because of location, school district or other limiting factors, and to avoid having to send an individual or household back down to the bottom of the list again.

Although no city new contracts were awarded with the Civic Housing authority in PY23, the agency received Low-Income Housing Tax Credits (LIHTC), state HOME funds and HTF funds from Housing New Mexico (state HFA) for two housing developments in PY 23:

Country Club Apartments (approximately $12.4 million in tax credits)

Rehabilitation of sixty-two units including new windows, doors, siding, stairs, and HVAC; renovated access and site utilities; interior rehabilitation, including extensive re-plumbing; and 26 newly constructed units.

Ocate Apartments (approximately $16.2 million in tax credits, New Mexico Housing Trust Fund $3 million, National Housing Trust Fund $400,000, HOME Program $400,000.

New 60-unit development serving households with children featuring open design concept with kitchen islands; interior common areas including a computer training center and kitchen; and outdoor play areas, picnic areas, community gardens and patios.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Santa Fe Civic Housing Authority continues to run a Family Self-Sufficiency Program that supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the

term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

Actions taken to provide assistance to troubled PHAs

The Santa Fe Civic Housing Authority is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Disproportionately, those who are most heavily cost-burdened have the lowest incomes. In PY 23, the City continued its review of the Land Development Code (LDC) to address barriers to housing development - particularly affordable housing development. The city's Planning and Land Use Office kicked off the land development update in early 2023 with significant public engagement for the first phase. The update is expected to be completed by the end of this calendar year. An initial assessment has been completed along with the launch of citizen and technical working groups that meet monthly. During the code assessment phase, two main areas of focus will be housing and equity. The first phase focuses on making the code more user friend, easier to read and understand. The Land Use Office has been working with a consultant to wrap up the first phase by the end of the calendar year. Results and relevant revisions to the code will be updated in subsequent reports.

The city applied for but did not receive a competitive HUD PRO Housing Grant that would have assisted with identifying and addressing barriers to housing production. The city's $4 million proposal contained the following subcomponents:

- Improve the residential development process for developers, residents, and city staff
- Augment the impact of existing inclusionary zoning policies in new housing construction
- Invest in pre-development processes to jumpstart new construction in Midtown, an underused corridor and high opportunity zone for economic development and transit
- Support innovative homeownership alternatives, through land trusts, shared equity, and other cooperative models to maintain a balance that preserves future affordability with homeownership benefits
- Counteract displacement pressures in Hopewell Mann, a high-risk, low-income neighborhood
- Create replicable models for other long-range development plans in the city such as Tierra Contenta Phase III, which could create over 1,500 housing units

The City continues to explore options to redevelop several of its underused corridors and properties that are served with infrastructure and could support rental housing. The goal for these potential redevelopment areas is to create housing that is affordable to a mix of incomes and offering a range of types, both rental and homeownership, while also expanding access to other opportunities, such as employment, education, and recreation. The advantage to these areas is they do not have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. The City released a Request for Qualifications to support affordable and workforce housing development on a 19-acre plot in Las Estrellas and an invitation to bid (ITB) for a larger amount of city-owned tracts in the same area. Submissions for both proposals were received in

January, but no awards have been made yet. The City hired a Metropolitan Redevelopment Authority director to further the Midtown development process within the Midtown Local Innovation Corridor District, or Midtown LINC.

The Fee-in-Lieu menu of options for developers continues to support barrier reduction for multi-family rental development. The inclusionary zoning ordinance allows multi-family developers of rental housing to pay a fee-in-lieu by right, rather than incorporating subsidized units on-site. Fees are established on an "affordability gap" basis, estimating the difference between an affordable rent, affordable to 30 - 65% AMI, and HUD's Fair Market Rent. Additionally, the ordinance amendments increased incentives available to Developers to encourage the set aside of rent-restricted units. In the upcoming program year, two projects will finalize their land use entitlements proposing to include affordable units included on site.

Revenues generated through the fee in lieu of program are used to fund a rental assistance program for tenants that can be used citywide and does not have high requirements for eligibility. The assistance could be used for a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. Another objective is to remove a financing barrier for multi-family housing with the expectation that the development of multi-family units will also loosen some of the demand for existing units, stemming rising rental rates but also providing more options for voucher holders to use their subsidies.As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

In PY 23, the City's continued its use of CDBG and local funds to increase the availability of affordable housing to low- and moderate-income households. The City actively supports the development of LIHTC multi-family properties with local funds and through the donation of City-owned land. As previously mentioned, the Santa Fe Civic Housing Authority was awarded Low-Income Housing Tax Credits (LIHTC), state HOME funds and HTF funds in PY 23 from Housing New Mexico for two housing developments that will increase the number of affordable housing units in the city and provide more housing for families with children.

Also previously mentioned, the City released a Request for Qualifications in PY 23 to support affordable and workforce housing development on a 19-acre plot in Las Estrellas and an invitation to bid (ITB) for a larger number of city-owned tracts in the same area. Submissions for both proposals were received in January, but no awards have been made yet.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

According to the State of NM Department of Health, Santa Fe has low risk factors for lead exposure in children and reports of elevated blood levels are few to none. The state Department of Health identified Santa Fe County as having "low levels" of lead exposure, as cited in the NM Epidemiology Report, April

2017. Regardless the Office of Affordable Housing conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law including, notifying owners of lead hazards, assessing the condition and presence of lead-based paint, and implementing remediation measures, if necessary.

The City also helped to address health hazards in other projects. The City assisted with the asbestos study and remediation for the Youthworks Social Justice Kitchen and CDBG funds were also used for asbestos remediation and lead-based paint remediation for the Bella Luz Apartments/Lamplighter Inn Motel conversion.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The housing cost burden in the City of Santa Fe, even for homeowners, is the primary reason CDBG funds continue to be used for rehabilitation, home repair, and other support services that stabilize low- and moderate-income families and help alleviate poverty.

A statewide ballot measure that would have significant impact for Santa Fe is the "High End Excise Tax for Affordable Housing." The measure was passed by voters in the Fall 2023 with more than 70% approval. The measure would add a 3% excise tax for all housing sales over $1 million. The measure was scheduled to be in effective on May 28, 2024, but is being challenged in court and is on hold.

Specific programs that CDBG funds supported in PY 2023 to reduce the number of poverty level of families include the following:

- Provide Emergency home repair/improvement funding to support fourteen low to moderate income homeowners (30 to 80 percent AMI) with home renovations, emergency repairs and energy conservation measures including roof replacement, furnace/HVAC repairs, accessibility improvements, new appliances, and solar water heaters
- Provide wealth building opportunities and preservation of wealth through mortgage reduction loans (6 households received CDBG-funded loans in PY23)

Finally, the City's Community Health and Safety Division launched a "Safe Outdoor Space" pilot program to support ten families experiencing homelessness and the City's Office of Economic Development continues to target resources to programs for families and individuals living in poverty such as job training, life skills and apprenticeship programs.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Santa Fe has carried out the first-year priorities in the new 2023-2027 Consolidated Plan by working with several non-profit partners on affordable housing, public services, and permanent housing for the homeless. The City continues to focus on building the capacity of community-based nonprofit service providers. City staff serve as advocates, coordinators, and partners. A strength of this service

delivery model is that a wide array of services is provided with little overlap because of the coordination between City departments, as well as between the City and nonprofit partners. This cooperation ensures that services reach those in most need, including homeless families and individuals and those in danger of becoming homeless – veterans, senior citizens, victims of domestic violence, very low-income renters, at risk youth – and people with special needs and disabilities.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City's Office of Affordable Housing is a member of the Santa Fe Housing Action Coalition, which brings together public and private housing agencies, as well as social service providers. The Coalition allows for coordination across the sector to align goals, assess impediments to housing, and develop actionable steps to address the housing affordability crisis in Santa Fe.

The City has representatives from both the Office of Affordable Housing, Community Health and Safety Department, and Youth and Family Services Division on the S3 Santa Fe Housing Initiative. S3 is a collaborative effort between local governments and philanthropic organizations including Anchorum St. Vincent, Santa Fe Community Foundation, Thornburg Foundation, City of Santa Fe, Santa Fe County, and the NM Coalition to End Homelessness. S3 seeks to utilize local expertise, build upon existing work, and incorporate the Built for Zero practice methodology for addressing homelessness and inequity.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City’s 2017 Assessment of Fair Housing showed that Hispanic populations experience some of the lowest access to opportunity, particularly in the low poverty, school proficiency and labor market indexes. The indicators in Santa Fe that continue to be of most concern are poverty and school proficiency, both of which indicate low access to opportunity. Lack of access to opportunity is affected by infrequent public transportation services to higher opportunity neighborhoods and destinations outside of core service areas (such as the county social services office), limited hours and days of operation of some routes, lack of holiday service, etc. The City’s 2016 Analysis of Impediments listed several barriers and actions needed to improve access to fair housing information, enhancing resident knowledge of fair housing rights and empowering residents to take action when they perceive a fair housing violation. Prior efforts have included:

- Preparation of outreach materials regarding housing laws including the Federal Fair Housing Act, the New Mexico Uniform Owner Resident Relations Act (UORRA) and the state Mobile Home Act. The outreach materials consist of Fair Housing Frequently Asked Questions brochures in English and Spanish and a tenant rights “Novella,” both in Spanish and English called “Tino the Tenant”/"Tino el Inquilino", a story about a tenant who shares his own discrimination experiences with a group of acquaintances. Distribution is ongoing throughout the year predominantly in Spanish-speaking and lower income neighborhoods as well as through school

liaisons with the Santa Fe Public Schools and community facilities throughout the city.

- Participation by the Office of Affordable in the Santa Fe Housing Action Coalition, in the promotion and distribution of an informational video on housing rights, and an outreach campaign to educate the public about affordable housing and fair housing issues.

The City intended to conduct an assessment of fair housing in 2024, but staff turnover and other factors have delayed the projected timeframe for the assessment.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Office of Affordable Housing monitors program service providers funded by CDBG to ensure compliance with requirements through site inspections and documentation of organizational structures, with applicability to HUD national objectives and scope of work. Additionally, the Office of Affordable Housing attends technical assistance trainings in monitoring, subrecipient oversight and fair housing throughout the year. The City of Santa Fe utilizes HUD's following guides to ensure compliance:

- Guidebook for Grantee's on Sub-recipient Oversight
- CPD Monitoring Handbook
- Managing CDBG
- Ensuring CDBG Subrecipient Timeliness guidelines
- 24 CFR 570 governing CDBG and 24 CFR 58 governing Environmental Reviews
- Davis Bacon fair wage resources via the Department of Labor

All PY2023 CDBG funded activities are monitored for performance measurement and financial, as well as record keeping oversight. Site visits were held in-person or virtually, depending on the comfort level of the subrecipient. Prior to the visit, the subrecipient completes a self-monitoring checklist, describing accomplishments and procedures for complying with CDBG regulation. Staff members meet with the leadership team of the particular non-profit sub-recipient and review selected files for accuracy based on the guiding regulations and documents. Staff note both deficiencies and accomplishments at the time of monitoring and issue follow up letters which outline corrective actions to be taken to achieve effective, efficient program delivery.

Reporting and Fiscal Management: Staff ensure that all subrecipients keep detailed records to evaluate the effectiveness of the project in meeting the needs of targeted populations and for accomplishments reporting in IDIS. Relevant data include the number of clients served, income and employment (locally and with the City depending on the program), assets breakdown (when appropriate) and Performance Measurement data by project type (Housing, Economic Development, Public Service or Facilities & Improvement), ethnicity and age breakdown.

This information is submitted quarterly by subrecipients. Input into IDIS with reporting data is finalized prior to program closeout and annual reporting in the Program Year CAPER. The reports track completion of the contracted scope of services and track program demand and utilization by demographic category for services provided by the program. The subrecipient's program manager also must submit audits and/or audited financial statements which include a breakdown of the expenditures and revenue (including Program Income if relevant) and a specific description of the charges as defined

in the contract.

Procurement and services provided by the subrecipients as well as the City followed the Fair Housing guidelines to include required community outreach and education for minorities, notifications in Spanish as well as translation, and any additional required and requested services specific to assist persons with disabilities including those with hearing, visual, or physical impairments.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The city's CDBG Citizen Participation Plan requires that Santa Fe residents be given adequate time – a minimum of 15 days – to review the City's use of CDBG funds as well as holding a Public Hearing at a regular City Council meeting for public comment. For the public comment opportunity, the Office of Affordable Housing will publish a Legal Notice in Spanish and English on or about December 9, 2024 in the Santa Fe New Mexican, soliciting written public comment (or comments by phone call). The document will be made available from December 9 thru December 27, 2024 virtually at the following website address: https://www.santafenm.gov/hudrequiredreportingandplans. Paper copies will be provided upon request via phone call or email.

The CAPER is made available to the public for review along with other internal committee reviews within the timeline below:

- City Community Development Commission: December 11, 2024
- City Quality of Life Committee: January 8, 2025
- City Finance Committee: January 13, 2025
- Public Hearing, City Council: January 15, 2025

Citizens have three options to participate. They may participate by attending public meetings which are held in person in the Council Chambers at City Hall. They may submit written comments via email or regular mail to the Office of Affordable Housing. They may watch all public meetings and hearings on the City of Santa Fe's YouTube channel and watch past meetings through its archives, links to which are posted prominently on the City's website: https://www.youtube.com/user/cityofsantafe.

All CDBG contracts represented in the CAPER were reviewed and recommended for approval by the Governing Body prior to the start of the program year on July 1, 2023, and provided in meeting packets available on the City's website. The public review period for the Action Plan was also advertised in the Santa Fe New Mexican and the packets made available on the City's website.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

This is the first Action Plan year under the City's new Consolidated Plan for 2023-2027. Data from the Housing Needs Assessment section of the updated plan showed that cost burden – paying 30% or more in income in housing costs – is the most prevalent housing problem among city of Santa Fe residents. This data supports the City's efforts on expanding both affordable rental and homeownership opportunities and providing critical housing and supportive services to homeless and underserved populations. Moving forward, the City will continue to seek to support activities that contribute to the affordable housing stock and move persons out of homelessness based on the proven Permanent Supportive Housing (PSH) model. At present, the program objectives and activities funded in the 2023 program year are consistent with those outlined in the Consolidated Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

In PY23, the city did not fund any housing rehabilitation, construction, and other public construction projects that triggered the Section 3 threshold of $200,000. In prior years, the city reported its Section 3 efforts for the Lamplighter Inn motel conversion, noting that Section 3 workers for CDBG funded lead-based paint remediation work were difficult to find due to state training requirements and tight labor markets.

CITY OF SANTA FE
CITY ATTORNEY

MEMORANDUM

To: **Members of the Governing Body**

From: **Frank Ruybalid, Assistant City Attorney** FR

Via: **Erin McSherry, City Attorney** EM
EM

Re: **Appeal # 2024-8309-APPL of Case # 2024-7892-HDRB.** Property owner Emily Rivera and her agent Lisa Martinez, B Constructiv LLC, appeal the Historic Districts Review Board's March 12, 2024, decisions regarding the historic status of structures at 718 Old Santa Fe Trail: (1) maintaining the significant status of an apartment building; and (2) designating two casitas on the property as contributing.

Date: **January 10, 2025, for the January 15, 2025, Governing Body meeting**

Property owner Emily Rivera and her agent Lisa Martinez, B Constructiv LLC, ("Appellants") have filed an Appeal challenging decisions by the Historic Districts Review Board ("HDRB") regarding the historic status of a single-story, four-unit apartment building ("the Apartments") and two free-standing additional dwelling units, or casitas, at 718 Old Santa Fe Trail ("The Property"). These structures are in the Downtown and Eastside Historic District. In a public meeting on March 12, 2024, the HDRB voted to

(1) retain the existing historic status of "significant" for the Apartments; **[Ex. B, Findings of Fact & Conclusions of Law ("FF&CL"), at 10-11]**
(2) designate the first casita ("Casita 1"), as "contributing." Before the HDRB hearing, Casita 1 did not have a designated historic status; and
(3) downgrade the status of the second casita ("Casita 2"), which previously had a "significant" status, to "contributing."

The HDRB also designated a crudely built, wood tool shed, adjacent and to the west of Casita 1, as "non-contributing." **[Ex. B, FF&CL, at 11]** The Appellants do not appeal the HDRB's designation of this shed structure as non-contributing.

The City's Historic Districts Code restricts alterations and additions to significant and contributing properties. **[Santa Fe City Code ("SFCC") Section 14-5.2(D)(1-3, 5)]** In their

Appeal, the Appellants claim the specially protected status of the apartment building and casitas creates a hardship to them, because the structures are deteriorated and need renovations, and Casita 1 is uninhabitable in its present condition. **[Ex. A, Appeal Petition, at 4]** In this "de novo" appeal, the Governing Body may uphold or reverse the HDRB's decision affecting these structures' historic status. **[SFCC Section 14-2.2(F)]** A "de novo" hearing is one in which the Governing Body conducts an independent application of the law to the evidence to decide whether the facts and the law support the structures' historic statuses.

I. BACKGROUND & PREVIOUS HISTORIC DESIGNATIONS

A. The Property and Its History

The history of the Property is detailed in four abstracts by professional historians, written over a period of 42 years. The abstracts' conclusions about the historic status of the property are inconsistent. The historic abstracts may persuade or guide a decision on the structures' historic status, but they do not control the outcome. When the HDRB reviews a property to determine its status, the existing status of a building comes from the City's official Buildings Historic Status map. With Casita 2, there was no documentation regarding how it received its current status. The Buildings Historic Status map shows Casita 1 with no status and the main house and Casita 2 as significant structures. **[Ex. E, screenshot from Buildings Historic Status map]**

The first of the four historic abstracts is a New Mexico Historic Building Inventory Form ("HBI"), based on a survey performed in 1982. **[Ex. D, Staff Report, at 26-28]** This one-page report, with two photos attached, gives a description only of a row of apartments, describing it as a "significant" building. The HBI notes the antiquity of the apartments, that parts pre-date 1912, and that Benigno Muñiz, "ed - *El Nuevo Mexicano*" had acquired the property by 1928. **[Ex. D, Staff Report, at 26]** The HBI gives no description of outbuildings, except for the following notation: "718½ - Jackson David". This may have been identifying a tenant in one of the casitas.

The second abstract, a 1996 Historic Building Inventory "Resurvey," describes the apartment structure's design as Territorial, Territorial Revival and Vernacular, the degree of remodeling as "minor," and identifies its historic status as both "contributing" and "significant." **[Ex. D, Staff Report, at 49]** (Definitions may not be mutually exclusive, although the HDRB gives a structure a single designation when deciding historic status.) The Resurvey does not refer to any outbuildings.

A Historic Cultural Properties Inventory ("HCPI"), written in 2007, refers to "a separate two-room adobe," 40 feet south of the "main structure" (the Apartments) with a shared driveway, "not considered on this survey." **[Ex. D, Staff Report, at 29]** There is no reference to a second casita. The author wrote that the Apartments were "non-contributing" because, "The building lacks integrity of architectural style as a result of multiple additions and alterations." **[Ex. D, Staff Report, at 31]** This HCPI notes that Benigno Muñiz owned the property from the 1890s through 1944, but does not describe Mr. Muñiz' prominence in the community. **[Ex. D, Staff Report, at 30]**

A 70-page HCPI, written in 2024 in response to Ms. Rivera's request for a status review, addressed the histories and historic statuses of four structures on the property – the Apartments, the two casitas and a wood-framed shed. This HCPI also provides a biography of Mr. Muñiz, who was an altar boy for Archbishop Lamy at the Santa Fe Cathedral, went to work as a printer for the New Mexican Printing Company and became Chairman of the Typographical Union. **[Ex. D, Staff Report, at 85-86]** The HCPI describes that Mr. Muñiz went on become Editor in Chief of the *El Nuevo Mexicano*, the Spanish-language edition of *The New Mexican*, a position he held for almost 20 years. The author of the HCPI, John W. Murphey, noted the Apartments' significant status, but wrote, "It is unclear when or why the designation was made, other (than) the original 1984 survey stated 'pre-1912.' Given its alterations, it seems more appropriate to be statused at the Contributing level, ..." **[Ex. D, Staff Report, at 94]**

Mr. Murphey's HCPI concludes that Casita 1, approximately 778 square feet, likely was built in the 1930s. Benigno and Inés Muñiz deeded it to their daughter Domitila, or "Tillie," who was Emily Rivera's great aunt. **[Ex. D, Staff Report, at 82-83]** José and Tillie Rivera died without children. Decades lapsed while an out-of-state executor of their estate neglected the structure, and relatives litigated its ownership, according to Murphey's HCPI and Ms. Rivera's account at the HDRB hearing. During its neglect, the empty structure deteriorated. **[Ex. D, Staff Report, at 83, 93-94]** In recommending a non-contributing status for Casita 1, Murphey noted its crumbling stucco, failing roofs in a bedroom and the living room, compromised ceiling vigas, and rotting floorboards and joists. **[Ex. D, Staff Report, at 82-83, 94]**

The square footage of Casita 2 is unknown, but with only three rooms, it is smaller than Casita 1, and sits just five feet to the south of it. Casita 2 likely was built in 1935 and occupied through 2006. In the 2024 HCPI, it is described as a "small unimpressive dwelling" with a significant status. The HCPI reads that it is unclear how it received this designation, as there is no survey or HDRB case to support it. **[Ex. D, Staff Report, at 95]** Murphey recommended it be downgraded to contributing.

B. Historic Designations Defined

City Code, Section 14-12.1, defines the status levels for historic properties as follows:

SIGNIFICANT STRUCTURE: A structure located in a historic district that is approximately 50 years old or older, and that embodies distinctive characteristics of a type, period or method of construction. For a structure to be designated as significant, it must retain a high level of historic integrity. A structure may be designated as significant:

(A) for its association with events or persons that are important on a local, regional, national or global level; or

(B) if it is listed on or is eligible to be listed on the State Register of Cultural Properties or the National Register of Historic Places.

CONTRIBUTING STRUCTURE: A structure, located in a historic district, approximately 50 years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to

the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains.

NON-CONTRIBUTING STRUCTURE: A structure, located in a Historic District, that is less than 50 years old or that does not exhibit sufficient historic integrity to establish and maintain the character of the Historic District.

When the Historic Districts staff ("Staff") can find no record that a structure has ever been assigned a status, the structure is deemed to be "unstatused" or "non-statused." "Non-Contributing" is an assigned status and is not the same as unstatused or non-statused. Significant and contributing structures have special protections, and significant structures are more restricted than contributing structures. **[SFCC § 14-5.2(D)(2)(c-d), (3)(b) and (5)(a)]** For this reason, "significant" is treated as a higher, more restrictive classification than "contributing", and the HDRB commonly refers to a change from significant to contributing, or from contributing to non-contributing, as a "downgrade".

Proposed additions or alterations that do not comply with Code restrictions for significant or contributing buildings are not entirely prohibited: the HDRB can permit them if the property owner or project applicant requests "exceptions" and meets three criteria described in the Code at SFCC 1987, Section 14-5.2(C)(5). The applicant has the burden of "conclusively demonstrating" the exception criteria. SFCC 1987, § 14-5.2(C)(5)(b).

II. PROCEDURAL HISTORY

A. 2024 Application

In February 2024, the Appellant Emily Rivera filed an Application for a historic status review from the HDRB with the Land Use office. **[Ex. D, Staff Report, at 145]** In her Application she explained that she sought the status review to "make decisions about the properties' ongoing care and maintenance." **[Ex. D, Staff Report, at 145]** Ms. Rivera did not describe any renovations she planned, and the HDRB commonly considers a historic building's status independently of proposed renovations. See Section C, below. In her Application, Ms. Rivera did not request specific historic designations for any specific structure, nor did she make any reference to the existing status of any of them. **[Ex. D, Staff Report, at 145]** At the time she submitted the Application and in the HDRB hearing, Appellant Emily Rivera was not represented by agent Lisa Martinez, B Constructiv LLC.

B. Staff Recommendations

In its Staff Report, the Staff recommended:

- The Apartments' historic status be maintained as **significant**, as it is "a direct reflection of the architectural design of its time and place";
- Casita 1 be designated **non-contributing**, because it is has been "uninhabitable for some time and has fallen into disrepair";
- Casita 2 be downgraded to **non-contributing**, because it is "in a state of disrepair and uninhabitable"; and

• The shed, adjacent to Casita 1, be designated **non-contributing**. **[Ex. D, Staff Report, at 21-22]**

C. Board Decisions to Assign Historic Status

On March 12, 2024, the HDRB held a public hearing about the Application. Four members of the Board participated in the hearing. Because the chair only has a vote in ties, three members voted. **[Ex. C, Minutes, at 17-18]** Ms. Rivera said she had no desire to change the look or feel of the Apartments, other than to improve the things that are permitted and to fully restore it. **[Ex. C, Minutes, at 16]** She did not describe what she intended to do with the casitas, mentioning no plans for either restoration or demolition, but she said she doubted she could fully restore both of them. **[Ex. C, Minutes, at 16]** She agreed with the recommendations of the HP Staff. **[Ex. C, Minutes, at 16]** Four members of the public spoke about the historic status of the structures. Three people told the HDRB that the significant status of the main structure should be maintained and that the two casitas should have contributing status. Another person told the Board the main structure should be downgraded to contributing and said nothing about the casitas. **[Ex. C, Minutes, at 17]**

The HDRB voted on the status of each structure under consideration. **[Ex. C, Minutes, at 17-18]** Member John Bienvenu moved, and the Board voted, as follows:

• That the status of the main structure be maintained as **significant**, which passed by a vote of two to one;
• That the status of Casita 1 be designated as **contributing**, with the primary façade specified as the north façade, which passed by a vote of three to zero;
• That the status of Casita 2 be designated as **contributing**, with the primary façade specified as the north façade, which passed by a vote of three to zero; and
• That the status of the shed be designated as **non-contributing**, which passed by a vote of three to zero. **[Ex. C, Minutes, at 17-18]**

The Code restricts alterations to the "primary façades" of contributing buildings. SFCC 1987, § 14-5.2(D)(2)(c-d) and (D)(5)(a). The Code restricts *all* façades of a significant building and does not impose the same restrictions on alterations to non-contributing buildings. Hence, the HDRB identifies primary façades when it assigns a contributing status, but it does not do so when it assigns a significant or non-contributing status. The Appellants are not disputing the HDRB's primary façade designations but, more broadly, they are challenging the historic designations of the Apartment and both casitas.

On May 14, 2024, the HDRB adopted written Findings of Fact and Conclusions of Law reflecting its decisions regarding the Property. **[Ex. B, FF&CL, at 8-12]**

III. APPEAL TO THE GOVERNING BODY

A. Applicable Code Sections

Under SFCC 1987, Section 14-3.17(A)(2), an appeal of an HDRB decision may be filed for one or more of the following reasons:

(a) To contest non-compliance of a final action with Chapter 14 or Sections 3-21-1 through 3-21-14 NMSA 1978 (the New Mexico zoning enabling act);
(b) To contest the application of SFCC Chapter 14; or
(c) To appeal a decision lacking substantial evidence to support it.

B. The Appellants' Claims

The Appellants make the following arguments in their Verified Appeal Petition ("Petition"):

1. The Application did not conform with SFCC Section 14-3.1(G), Review and Approval Procedures, General Provisions, Application Completeness, because HDRB did not have floorplans or elevations needed for a complete and informed historic status review.

2. The Staff and HDRB did not define or discuss the number and public visibility of façades for each of the four structures in the Application and whether the assigned statuses support the public good and outward harmonious appearance of the Historic Districts, as required by SFCC Section 14-5.2(A)(1), Historic Districts, General Provisions, General Purpose.

3. The Staff and HDRB did not discuss or identify the character-defining features of the façades, did not assess the historic and non-historic doors and windows, or other character-defining features, such as building massing, brick parapet coping and deep window reveals.

4. The HDRB did not follow the advice and recommendations of the City's Staff, the professional consultant who completed the 2024 HCPI, nor information in Staff files when discussing and voting on the historic statuses.

5. In deciding the historic status of the structures at 718 Old Santa Fe Trail, the HDRB assumed that the three residential structures in the application comprise a historic compound, and this assumption is not contrary to SFCC Section 14-5.2(K), Historic Districts, Historic Compounds.

6. There were only the chair and three voting members to form a minimum quorum of four members. **[Ex. A, Appeal Petition, at 4-6]**

The Appellants also asserted that the historic designations create a hardship for them, claiming Ms. Rivera does not have the financial means for the work to make the two casitas structurally stable and compliant with building codes. **[Ex. A, Appeal Petition, at 4]** The Appellants have not proposed historic designations they believe are appropriate for the structures.

IV. ANALYSIS

A. Evidence Supporting the Board's Decision

The HDRB had evidence to support its historic status designations. Although Member

Bienvenu did not recite the specific facts supporting each of his motions, he referred broadly to "the reasons set forth in the Staff Report and on the record of this hearing." **[Ex. C, Minutes, at 17-18]** The historic surveys and inventories include evidence that the Apartments and casitas are all 50 years old or older. **[Ex. D, Staff Report, at 75]** They also include evidence that the Apartments embody distinctive characteristics of a type, period or method of construction, have a high level of historic integrity, and are associated with a person that was important on a local or regional level. These are all the elements of a significant structure, in accordance with SFCC Section 14-12.1. **[Ex. D, Staff Report, at 21-22, 24]** For the casitas, their relationship to the family of Bengino and Inés Muñiz and their adobe and stucco vernacular construction are historic associations or architectural design qualities that are significant for the District. **[Ex. C, Minutes, at 15-16; Ex. D, Staff Report, at 82-84]**

In relation to the arguments made by the Appellants in their Verified Appeal Petition **[Ex. A, Appeal Petition, at 4-6]**, the Governing Body may consider the following analysis:

1. The Appellants argue that the HDRB did not have floor plans or elevations required by SFCC Section 14-3.1(G), Review and Approval Procedures [Ex. A, Appeal Petition, at 4-5]:

SFCC 1987, Section 14-3.1(G) does not require floor plans or elevations for the Land Use Staff or a Land Use Board to conduct a review. Rather, it requires only that an Application include all the exhibits "specified by the land use director," and that the "land use director shall make a determination of application completeness." For a construction project application, which would be the basis for a building permit, floor plans and elevation drawings are required, but determining the historic status of a structure is not based the applicant's future plans for a structure. An applicant's plans for the future of a building may change before the applicant applies for a building permit, depending on costs, family events or changes in the applicant's economic circumstances.

2. The Appellants argue the Staff did not address the public visibility of the façades for each structure, and whether the statuses assigned to them support the public good and outward harmonious appearance of the historic districts.

"Public visibility" is not an element of any definition the HDRB had to consider in determining "significant," "contributing, "non-contributing" or "primary façade." **[See Syllabus, Definitions]** The 2024 HCPI notes the prominent location of these buildings, on a small bluff overlooking a heavily traveled street. **[Ex. D, Staff Report, at 80]** Under the subheading "Architectural and Construction Details," the 2007 HCPI provides an inventory of windows, doors, chimneys, porches and additions, and identifies the architectural style of each elevation. **[Ex. D, Staff Report, at 32-33]** Extensive detail about each façade, including a description of the doors, windows, stucco, coping and rooflines, is provided in the 2024 HCPI. **[Ex. D, Staff Report, at 77-78]**

The term "public visibility" appears rarely in the Historic Districts Code, primarily in the restrictions on rooftop appurtenances, such as decks and solar collectors. S*ee* SFCC 1987, Section 14-5.2(D)(3)(b). "Public visibility" is also a consideration in the limitations on color and the use of materials other than adobe and stucco in Recent Santa Fe Style buildings. *See*

SFCC 1987, Section 14-5.2(E)(2)(b), (d) and (e).

3. The Appellants argue that the HP Staff and HDRB did not identify the character-defining features of the façades and did not assess the historic and non-historic doors and windows.

The 2007 HCPI provides an inventory of windows, doors, chimneys, porches and additions, and identifies the architectural style of each elevation. **[Ex. D, Staff Report, at 33]** Extensive detail about each façade, including a description of the doors, windows, stucco, coping and rooflines, is provided in the 2024 HCPI. **[Ex. D, Staff Report, at 77-78]**

The HDRB commonly requires a report on the antiquity of windows and doors when an applicant for a renovation or remodel seeks to remove and replace historic windows, which is restricted to those deteriorated beyond repair. **[SFCC § 14-5.2(D)(5)(a)(i)]** This may require a written report by a paid window-assessment professional, or an exception if the applicant can conclusively demonstrate the three exception criteria. **[SFCC § 14-5.2(D)(5)(a)(i)]** A historic window assessment is not required for a status review. **[SFCC § 14-5.2(C)(2)(b)(ii)]**

4. The HDRB did not follow the advice and recommendations of the Staff or the professional consultant who completed the 2024 Historic Cultural Properties Inventory (HCPI).

The authority to determine the historic status of any structure in the City's Historic Districts is granted solely to the HDRB, under SFCC Section 14-5.2(C)(2)(b). The authors of historic abstracts do not have that authority. When Staff is granted authority to make decisions without review, the City Code clearly delegates it. A concise summary of this decision-making authority appears in SFCC 1987, Section 14-2.1, Table 14-2.1-1, showing that Staff may decide certificates of occupancy, minor plan modifications, and some subdivision and utility conformity reviews. For Staff to bind the HDRB would defeat the discretion vested in the HDRB by SFCC 1987, Section 14-5.2(C)(2)(b), and constitute an unapproved expansion of the Staff's authority.

The authors of the HBIs and HCPIs often have broad experience in the field of historic preservation, drawn from their educational backgrounds and work for other cities, other states, and federal agencies such as the U.S. National Park Service. They are not City employees, and their reports are not written with the City's Code as a frame of reference. A reader may review a dozen HCPIs from highly respected architectural historians and find very few references to the City's Code, or none at all. In contrast, HDRB must apply the definitions of such terms as "significant," "contributing" and "non-contributing" from the City's Code. **[SFCC Section 14-5.2(C)(2)(b)(ii)]** Because of this, the HDRB's conclusion about the historic status of a property may differ from the conclusions of a HBI or HCPI author.

5. **HDRB assumed that the three residential structures in the application comprise a historic compound, but this assumption is inconsistent with SFCC Section 14-5.2(K), Historic Districts, Historic Compounds.**

There was no discussion in the Staff Report or during the March 12, 2024, hearing that

the structures under review are part of a historic "compound," which is a special status under the Historic Districts Code. *See* SFCC 1987, § 14-5.2(K). The definition of "compound" is "[t]hree or more attached or detached dwelling units *on one lot* and located in the RC-5, RC-8, RAC, AC or BCD districts." (Emphasis added.) 718 Old Santa Fe Trail is in an RAC (Residential Arts & Crafts) district, but the structures are not on a single lot – they are spread out over five separate lots. **[Ex. D, Staff Report, at 146]** Thus, the definition of compound does not apply to them.

6. Only the chair and three voting members formed a minimum quorum of four members.

The Appellants' argue that "a more complete Board presence could have provided the applicant with greater opportunity for a more desirable outcome." **[Ex. A, Appeal Petition, at 6]** Per the City of Santa Fe's Rules and Procedures for City Committees, "A majority of the members shall constitute a quorum." **[Resolution # 2009-20, Art. 11, § 2(A)]** It is immaterial that only two members voted to sustain the significant status of the apartments. Per Resolution 2009-20, "[T]he vote of a majority of members present shall decide any questions brought before such a meeting . . .." **[*Id.*, §2(C)]** Resolution # 2009-20, describing procedural rules for the City's committees, does not require a majority of a committee to cast a vote in favor of a motion for the motion to pass when fewer than the full members are present and there is not a tie. Resolution 2009-20, Art. 11, § 2(B), requires the chairperson of a City Committee to abstain from voting unless his/her vote is necessary to break a tie, or to provide a specified necessary number of votes required by law for a board or committee to act. Resolution 2009-20 is consistent with New Mexico law that requires that the chairperson of an administrative board is not counted in the calculation of the majority when he/she abstains from voting. See *McCormick v. Hobbs Municipal School Dist.*, 1954-NMSC-094. See also *Roberts Rules of Order*, § 44:9 (abstention should not count as a "no" vote).

B. <u>Standard of Review</u>

On appeal, the Governing Body should determine whether there is substantial evidence to support the HDRB designations. The Governing Body should independently apply the Code provisions described above to the facts of this case. *See* Appendix (relevant Code provisions).

V. CONCLUSION & MOTION OPTIONS

With respect to each of three structures under review, the Governing Body should determine if substantial evidence and the City's Code support the Apartments' status of "significant," "contributing" or "non-contributing"; Casita 1's status of "contributing" or "non-contributing"; and Casita 2's status of "contributing" or "non-contributing":

- Motion: *I move to grant the appeal, reverse the Board's decision, designate the (apartment building/casita 1/casita 2) as (contributing or non-contributing) and direct staff to prepare Findings of Fact and Conclusions of Law consistent with this motion.*

Otherwise, the Governing Body should affirm the Board's decision and deny the appeal:

- Motion: *I move to deny the appeal, affirm the Board's decision (that the apartment building is significant / that casita 1 or 2 is contributing), and adopt the Board's Findings of Fact and Conclusions of Law as our own.*

VI. LIST OF EXHIBITS

A	Verified Appeal Petition	May 6, 2024	pp. 1-7
B	HDRB Findings of Fact and Conclusions of Law (FF&CL)	May 14, 2024	pp. 8-13
C	Excerpts from Board Meeting Minutes	March 12, 2024	pp. 14-172
D	HP Staff Report	March 12, 2024	pp. 20-25
	1982 Historic Building Inventory		pp. 26-28
	2007 Historic Cultural Properties Inventory		pp. 29-48
	1996 HBI Resurvey		pp. 49-74
	2024 Historic Cultural Properties Inventory		pp. 75-144
E	Buildings Historic Status Map Screenshot		p. 173

APPENDIX:
EXCERPTS FROM SANTA FE CITY CODE

§ 14-5.2 – Historic Districts

(C) Regulation of Significant and Contributing Structures in the Historic Districts

(1) Purpose and Intent

It is intended that:

(a) Each structure to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as the addition of conjectural features or architectural elements from other buildings, shall not be undertaken;

(b) Changes to structures that have acquired historic significance in their own right shall be retained and preserved, recognizing that most structures change over time;

(c) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a structure be preserved; and

(d) New additions and related or adjacent new construction be undertaken in such a manner that if removed in the future, the original form and integrity of the historic property and its environment would be unimpaired.

(2) Designation of Significant, Contributing, or Noncontributing Status within Historic Districts

(a) Status Designation

Structures within historic districts may be designated a status of "significant," "contributing," or "noncontributing" based upon the definitions of these terms in Article 14-12. Staff shall maintain a record as to the current status of structures located in the Historic Districts.

(b) Board Authority to Review Status Designation

(i) The Board is authorized to change the status of a structure or to designate a status for a structure with no status designated.

(ii) A change in status or the designation of a status shall be based upon an evaluation of data provided through survey or other relevant sources of information and the definitions of "significant," "contributing," or "noncontributing."

(c) Initiation of Review of Status Designation

The Board may review the status designation in response to the following:

(i) An application for construction or demolition as set forth in Section 14-5.2 as follows:

A. Prior to the application being placed on a board agenda or prior to issuance of a building permit, if Board approval is not required, staff shall determine whether or not the board should review the status of the structure. Staff's determination shall be made within thirty days of submittal of the application. If staff's determination is not completed within the thirty days, the application shall be forwarded to the board. Review by the board as to the structure's status shall be made at the earliest practicable date. The board or staff (as applicable) may consider the application immediately following the determination of status. The application shall be reviewed based upon the status of the structure following the determination of status.

B. Prior to action by the board on the application, the board itself may decide to review the status of the structure. The board's determination as to the status shall be made within forty-five days of the decision of the board to review the status. The board or staff (as applicable) may consider the application immediately following the determination of the status. The application shall be reviewed based upon the status of the structure following the determination of status.

(ii) A request from the property owner; or

(iii) A request initiated by the city. Staff shall notify the property owner prior to initiating the request.

(D) General Design Standards for All H Districts

In any review of proposed additions or alterations to structures that have been declared significant or contributing in any historic district or a landmark in any part of the city, the following standards shall be met:

(1) General

(a) The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied. The

removal of historic materials or alteration of architectural features and spaces that embody the status shall be prohibited.

(b) If a proposed alteration or new construction will cause an adjacent structure to lose its significant, contributing, or landmark status, the application may be denied.

(2) Additions

(a) Additions shall have similar materials, architectural treatments and styles, features, and details as the existing structure, but shall not duplicate those of the existing structure in a manner that will make the addition indistinguishable from the existing structure.

(b) Additions to buildings that meet the standards of Subsection 14-5.2(E) shall continue to meet those standards set forth in Subsection 14-5.2(E) in addition to the standards set forth in this section.

(c) Additions are not permitted to primary façades.

(d) Additions are not permitted to the side of the existing footprint unless the addition is set back a minimum of ten (10) feet from the primary facade. The addition shall not exceed fifty percent of the square footage of the existing footprint, and shall not exceed fifty percent of the existing dimension of the primary facade. To the extent architecturally practicable, new additions shall be attached to any existing noncontributing portion of structures instead of attaching them to the significant or contributing portion.

(3) Remodeling to Increase Height; Rooftop Appurtenances

(a) For remodeling of existing significant and landmark structures, no increase in height of the structures is permitted. (For standards relating to additions to existing structures, see paragraph (2) above.)

(b) For significant and landmark structures, publicly visible roof top appurtenances, including but not limited to solar collectors, clerestories, decks, or mechanical equipment, shall not be added nor shall the parapet be raised to conceal the rooftop appurtenances. For contributing buildings solar collectors, clerestories, decks, or mechanical equipment if publicly visible shall not be added.

. . .

(5) Windows, Doors, and Other Architectural Features

(a) For all facades of significant and landmark structures and for the primary facades of contributing structures:

(i) Historic windows shall be repaired or restored wherever possible. Historic windows that cannot be repaired or restored shall be duplicated in the size, style, and material of the original. Thermal double pane glass may be used. No opening shall be widened or narrowed.

(ii) No new opening shall be made where one presently does not exist unless historic documentation supports its prior existence.

(iii) No existing opening shall be closed.

(b) For all façades of significant, contributing and landmark structures, architectural features, finishes, and details other than doors and windows, shall be repaired rather than replaced. In the event replacement is necessary, the use of new material may be approved. The new material shall match the material being replaced in

composition, design, color, texture, and other visual qualities. Replacement or duplication of missing features shall be substantiated by documentation, physical or pictorial evidence.

§ 14-12.1 – Definitions

CONTRIBUTING STRUCTURE

A structure, located in a historic district, approximately fifty years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains.

FAÇADE

One whole exterior face or elevation of a structure from grade up to and including the top of the parapet. An individual façade is defined as including at least an eight-foot width that is offset from an adjacent plane by at least four feet.

NON-CONTRIBUTING STRUCTURE

A structure, located in an H district, that is less than fifty years old or that does not exhibit sufficient historic integrity to establish and maintain the character of the H District.

PRIMARY FAÇADE

One or more principal faces or elevations of a building with features that define the character of the building's architecture.

SIGNIFICANT STRUCTURE

A structure located in a historic district that is approximately fifty years old or older, and that embodies distinctive characteristics of a type, period or method of construction. For a structure to be designated as significant, it must retain a high level of historic integrity. A structure may be designated as significant:

(A) for its association with events or persons that are important on a local, regional, national or global level; or

(B) if it is listed on or is eligible to be listed on the State Register of Cultural Properties or the National Register of Historic Places.

Appeal # 2024-8309-APPL of Case # 2024-7892-HDRB

Appeal by Emily C. Rivera HDRB Status Designations

First vote: Apartment structure at 718 Old Santa Fe Trail

Is the APARTMENT building at 718 Old Santa Fe Trail a "significant" structure according to this definition:

A structure located in a historic district that is approximately 50 years old or older, embodies distinctive characteristics of a type, period or method of construction, and retains a high level of historic integrity.

A structure may be designated as significant:

(A) for its association with events or persons important on a local, regional, national or global level; or

(B) if it is listed or is eligible to be listed on the State Register of Cultural Properties or National Register of Historic Places.

YES → **DENY the appeal** → **Designate the apartments "SIGNIFICANT"**

NO →

Is the APARTMENT building at 718 Old Santa Fe Trail a "contributing" structure according to this definition:

A structure, located in a historic district, approximately 50 years old or older, that helps to establish and maintain the character of that historic district.

Although not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district.

The structure may have had minor alterations, but its integrity remains.

YES → **GRANT the appeal – designate the apartments "CONTRIBUTING"**

NO → **GRANT the appeal – designate the apartments "NON-CONTRIBUTING"**

Appeal # 2024-8309-APPL of Case # 2024-7892-HDRB

Appeal by Emily C. Rivera HDRB Status Designations

Second and Third votes: Casita 1 and Casita 2 at 718 Old Santa Fe Trail

Is
(CASITA 1)
(CASITA 2)
at 718 Old Santa Fe Trail a "contributing" structure according to this definition:

A structure, located in a historic district, approximately 50 years old or older, that helps to establish and maintain the character of that historic district.

Although not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district.

The structure may have had minor alterations, but its integrity remains.

YES → **DENY the appeal** → **Designate the casita "CONTRIBUTING"**

NO → **GRANT the appeal – designate the casita "NON-CONTRIBUTING"**

Signature: 

Email: ekmcsherry@santafenm.gov

Signature: 

Email: feruybalid@santafenm.gov

EXHIBIT A

Case #2024-8309-APPL

LUD Use Only

Date Filed: 5/6/24
Fee paid: $200.00

gg

(date stamp)

RECEIVED
5/3/24 AT 9:45A
BY

VERIFIED APPEAL

PETITION

Two originals of this form must be filed. The Land Use Department Director or his/her designee will enter the date and time of receipt and initial both originals. See Section 14-3.17(D) SFCC 2001 for the procedure.

Appellant Information

Name: RIVERA (Last) EMILY (First) C. (M.I.)

Address: 4709 15TH AVE. NE (Street Address) (Suite/Unit #)

RIO RANCHO (City) NM (State) 87144 (ZIP Code)

Phone: (505) 440-8842 E-mail Address: EMILYRIVERA241@GMAIL.COM

Additional Appellant Names:

Correspondence Directed to: ☑ Appellant ☑ Agent ☑ Both

Agent Authorization (if applicable)

I/We: EMILY C. RIVERA

authorize LISA D. MARTINEZ, D CONSTRUCTIV LLC to act as my/our agent to execute this application.

Signed: Date: 5.2.2024

Signed: Date:

Subject of Appeal

Project Name: 718 OLD SANTA FE TRAIL

Applicant or Owner Name: EMILY C. RIVERA

Location of Subject Site: 718 OLD SANTA FE TRAIL

Case Number: 2024-007892-HDRB Permit Number (if applicable):

Final Action Appealed:

☐ Issuance of Building Permit ☐ Other Final Determination of LUD Director

Final Action of Board or Commission (specify): ☐ Planning Commission ☐ Board of Adjustment ☐ BCD-DRC ☑ HDRB

Basis of Standing (see Section 14-3.17(B) SFCC 2001):

EMILY RIVERA, PROPERTY OWNER

Basis for Appeal: ☐ The facts were incorrectly determined ☐ Ordinances/laws were violated and/or misrepresented

Description of the final action appealed from, and date on which final action was taken:

SEE ATTACHED LETTER

☑ Check here if you have attached a copy of the final action that is being appealed.

Description of Harm

Describe the harm that would result to you from the action appealed from (attach additional pages if necessary):

SEE ATTACHED LETTER

Explain the Basis for Appeal

Please detail the basis for Appeal here (be specific):

SEE ATTACHED LETTER

Signature and Verification

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 2001. Failure to meet these standards may result in the rejection or postponement of my application. I also certify that I have met with the City's Current Planning staff to verify that the attached proposal is in compliance with the City's zoning requirements.

Appellant Signature: _____ Date: 4/30/2024

Agent Signature: _____ Date: 5.2.2024

State of New Mexico)
) ss.
County of Santa Fe)

I/We Emily C. Rivera, being first duly sworn, depose and say: I/We have read the foregoing appeal petition and know the contents thereof and that the same are true to my/our own knowledge.

Petitioner/s:

_____ _____
Signature *Signature*

Emily C. Rivera _____
Print Name *Print Name*

Subscribed and sworn to before me this 30 day of April, 2024.

BRIANDA VARGAS
Notary Public - State of New Mexico
Commission # 1121926
My Comm. Expires Mar 28, 2026

Brianda Vargas
NOTARY PUBLIC

My commission expires:
3/28/26

City of Santa Fe

Land Use Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909

PROJECT DESC: 2024-007892-HDRB. 718 Old Santa Fe Trail. Downtown and Eastside Historic District. Significant. Emily Rivera, owner, requests a status review of all structures and primary façade(s) designation.

CASE NUMBER: 2024-007892--HDRB

PROJECT TYPE: Historic Status Review

LOCATION: 718 OLD SANTA FE TRL
Santa Fe, NM 87505

CONTACTS:		
Applicant	EMILY RIVERA	718 OLD SANTA FE TRL A Santa Fe, NM 87505
Property Owner	EMILY RIVERA	718 OLD SANTA FE TRL A Santa Fe, NM 87505

BOARD ACTION

This is to certify that the Historic Districts Review Board (HDRB) acted on your request at their hearing on Mar 12, 2024. The decision of the Board was to Based on the information set forth in the Staff Report and exhibits and the testimony and evidence presented at the hearing, the Board finds that the Main Structure meets the definition of a "significant structure," Casita 1 meets the definition of a "contributing structure, with the north façade as primary," Casita 2 meets the definition of a "contributing structure, with the north façade as primary," and the Tool Shed as non-contributing.

For further information please call 505-955-6605.

Sincerely,

Paul A. A

Paul Duran

NOTE: Applicant can use this action letter to apply for construction permit, but the permit shall not be released until the end of the appeal period which starts on the date of filing of the Findings and Conclusions in the City Clerk's office (SFCC 14-3.17(D)). Your permit will be denied if any changes on plans that were not approved by the HDRB or if conditions of approval are not met. **Please attach copies of this letter to all sets when submitting for construction permits.**

Ver. 12 1/14/2020

City of Santa Fe Land Use Department
200 Lincoln Avenue
Santa Fe, NM 87501

Re: 718 Old Santa Fe Trail – Appeal to HDRB Decision(s)

Dear Land Use Staff and Members of the Historic Districts Review Board,

The following appeal is submitted in response to the action (determinations) of the Historic Districts Review Board (HDRB) listed below for certification of the **Historic Status Review** of four structures at 718 Old Santa Fe Trail. Per Procedures for Appeals, Resolution 2011-24, II(B)(1)(c), the relief requested is reversal of the Final Action or remand for rehearing by the Historic Districts Review Board for the Main Residential Structure, and Casitas 1 & 2. The action taken by the HDRB for Status Review and Primary Façade Designation(s) is as follows:

- The Main Residential Structure as **SIGNIFICANT** with all facades designated as primary and requiring preservation;
- Casita 1 as **CONTRIBUTING** with the north façade as primary;
- Casita 2 as **CONTRIBUTING** with the north façade as primary; and
- The Tool Shed as **NON-CONTRIBUTING**. The applicant accepts the historic status designation for the shed.

Hardship

The Applicant/Owner (Ms. Emily Rivera) does not have the financial means to undertake the necessary restoration and repairs to the two Casitas that are needed to make them structurally stable and in compliance with current building codes. The designations of **SIGNIFICANT** and **CONTRIBUTING** historic status place additional requirements on the structures for restoration and preservation of all historic materials. The degraded adobe walls, the caved-in roof members, and the rotten and cracked wooden doors and windows are in a very poor state of repair and will add significant cost for the Owner.

The Applicant/Owner does not currently live on the property and is burdened by the need for continuous monitoring of the property, especially with the two casitas that are not inhabited and in a poor state of repair. The rental tenants in the main residential structure are not responsible for property management.

Basis for Appeal

There are six items that inform the basis for this appeal and they are individually specified below with Land Development Code (LDC) citations where applicable.

1. The HDRB application, in terms of full analysis was not in conformity with LDC 14-3.1(G) Review and Approval Procedures, General Provisions, Application Completeness.

The Board did not have floorplans or elevations that would have illustrated the essential information needed for a complete and informed Historic Status Review. The application may have been prematurely placed on the Board agenda and public hearing which limited the Board's ability to thoroughly understand the property.

Indeed, a member of the public testified at the HDRB hearing that all facades of the main structure were not provided to enable a determination as to the correct historic status. Without this information, it could not be determined if the main structure should be listed as significant, with all facades designated as primary, or contributing with designation of some facades as primary.

2. The HPD staff and the HDRB members did not define or discuss the number of facades that are present for each of the four structures in the application.

The application record and the public hearing did not include any discussion of the public visibility of any facades and how they do or do not comply with LDC 14-5.2(A)(1) Historic Districts, General Provisions, General Purpose to support the public good and the outward harmonious appearance of the historic districts.

3. The HPD staff and the HDRB members did not define or discuss the character-defining features of the facades for each of the four structures in the application, per LDC 14-5.2(C)(2)(b)(ii).

An assessment of the historic and non-historic doors and windows and other character-defining architectural features, such as building massing, brick parapet coping, and deep window reveals, was not provided by staff in their recommendation for Board action on primary facades. When staff was questioned by the Board regarding the recommended historic statuses, the response was that the recommendations were considered from the poor physical state of repair only.

4. The HDRB did not follow the advice and recommendations of their professional staff, the professional consultant who completed the Historic Cultural Properties Inventory (HCPI) Form, nor information in HPD files for this property when discussing and voting on the historic statuses for the structures.

HPD staff recommended the following:

- **Maintain SIGNIFICANT STATUS (NO CHANGE) for** Main Residential Structure**.**
- **NON-CONTRIBUTING** historic status for the two casitas (not contributing)

The Current Professional Consultant recommended the following:

- The Main Residential Structure should be designated as **CONTRIBUTING** with the south elevation as primary;
- Casita 1 should be designated as **NON-CONTRIBUTING** with recognition of the very poor state of repair;
- Casita 2 should be designated as **CONTRIBUTING** with a primary façade difficult to identify, but possibly as the north elevation; and
- The shed should be designated as **NON-CONTRIBUTING**.

The HPD files includes prior public hearing information regarding the historic statuses of the structures on the property and all of this information was not brought forward in this application. These files include the following:

- The earliest historic cultural property inventory (HCPI) form for this property is from 1982. It only describes the main residential structure and the historic status recommendation of **CONTRIBUTING** was initially checked, then scribbled out and **SIGNIFICANT** was checked.
- The 1996 HCPI form identifies the adjacent "apartments" (Casitas 1 & 2) on a map but only describes the main residential structure with the historic status recommendation of **SIGNIFICANT**.
- The 2007 HCPI form was part of a public hearing for historic status review at the HDRB, perhaps for the main residential structure only, but that case with hearing minutes was not provided. The professional consultant recommended **NON-CONTRIBUTING** historic status due to alterations.
- The 2024 HCPI form that was acquired for the present application thoroughly described all four structures on the property and recommended the following:
    - The Main Residential Structure should be designated as **CONTRIBUTING** - south elevation as primary;
    - Casita 1 should be designated as **NON-CONTRIBUTING** with recognition of the very poor state of repair;
    - Casita 2 should be designated as **CONTRIBUTING** with a primary façade difficult to identify, but possibly as the north elevation; and
    - The shed should be designated as **NON-CONTRIBUTING**.

5. In making its determination about the historic status of the structures at 718 Old Santa Fe Trail, the HDRB relied on an assumption that the three residential structures in the application comprise a historic compound which is not in conformity with LDC 14-5.2(K) Historic Districts, Historic Compounds.

In order to conform with the LDC 14-5.2(K), the property would need to have been recommended by the HDRB or designated by the Governing Body as a historic compound. The HDRB considered that this property as a historic compound and used this information to assign historic statuses to the structures inappropriately.

Indeed, two members of the public testified to the importance of this property as a compound. The ability of the public to testify at a hearing ensures that the HDRB can gather additional information from Santa Fe citizens other than the owner/applicant to gain a better understanding of the issues. Public testimony in a hearing process can be used by the Board to confirm or disqualify their own deliberations and they can have a substantial effect upon the HDRB final decisions. In this case, public testimony inappropriately strengthened the idea that a historic compound should be preserved.

6. The HDRB has seven members and on the hearing date of March 12, 2024, there were only three voting members and the chair present to form a minimum quorum of four members.

During deliberations, one voting member requested that the Board not "go overboard" and recommended:

- **CONTRIBUTING** status to the Main Residential Structure (not significant),
- **CONTRIBUTING** status to Casita 1, and Casita 2; and
- **NON-CONTRIBUTING** status to the Shed.

When the Board ultimately voted on the historic status for the Main Residential Structure, there were only two votes out of four members present of a seven-member Board to maintain the **SIGNIFICANT** status. When considering the historic status of the structures on this property, the differing recommendations of staff and consultants, and the potential burden that historic status can impose upon a property, a more complete Board presence could have provided the applicant with greater opportunity for a more desirable outcome.

We thank you in advance for your consideration and ask that you contact me with any questions.

Warm Regards,

Lisa D. Martínez

Lisa D. Martinez, Consultant to Ms. Emily Rivera
B Constructiv LLC, lmartinez@bconstructiv.com (505) 470-7888

From: noreply@mygovpay.com
Date: May 10, 2024 at 7:28:44 AM MDT
To: lisadmartinezdesign@gmail.com
Subject: Payment Confirmation - Santa Fe, NM

MyGovPay
EMPOWERED BY TYLER TECHNOLOGIES

Santa Fe, NM

Payment Confirmation

Payment Date	Friday, May 10, 2024
Order Number	56069

Line Items

Invoice #	Item Description	Quantity	Unit Price	Total Price
INV-00081214	718 OLD SANTA FE TRAIL H-BOARD APPEAL CASE# 2024-007892	1	$200.00	$200.00

Item Total	$200.00
Order Total	**$200.00**

Thank you for your payment,

Santa Fe, NM

City of Santa Fe
Historic Districts Review Board
Findings of Fact and Conclusions of Law

Case # 2024-7892-HDRB
Address – 718 Old Santa Fe Trail
Agent's Name – Emily Rivera
Owner/Applicant's Name – Emily Rivera

THIS MATTER came before the Historic Districts Review Board ("Board") for hearing on March 12, 2024.

BACKGROUND

718 Old Santa Fe Trail is a single-family residence with two accessory dwelling units, or "casitas," and a tool shed in the Downtown and Eastside Historic District. Parts of the main residence were built in the 1880s, it has been expanded by at least four room additions and three porch additions, and it now holds about 5,170 square feet of living space, divided into three apartments. Built by Beningo Muñiz, the editor of the Spanish-language *El Nuevo Mexicano* for almost 20 years, it has a historic status of significant due to its age, historic integrity and its association with Muñiz and his family. At the March 12, 2024, hearing, the Applicant asked the Board to review the historic status of the four structures and to designate primary façades, if applicable.

The architectural design of the main residence is quintessential Santa Fe vernacular as seen by the adobe block construction material, rectangular shape construction, red brick coping, flat roof, and irregular windows and doors on the southern façade. It has undergone an evolution of construction and additions, at one time holding as many as five apartments. The structure was given significant status in 1982, and the Staff recommends it maintain this status.

Casita 1, about 778 square feet, sits about 40 feet south of the main residence. A 2023 Historic Cultural Properties Inventory describes this as a modest vernacular home, made of adobe block and wooden vigas, with recessed windows. The initial date of construction is unknown, but it most likely was around 1928. Casita 1 has been unoccupied, has fallen into disrepair, has extensive roof damage and most likely is uninhabitable. The City's Building Historic Status map depicts this structure as unstatused, and its status is not addressed either in a HCPI written in 2007, or in New Mexico Historic Building Inventories issued in 1982 and 1996. Staff recommends Casita 1 to be designated as non-contributing.

Casita 2, a smaller unit which sits just five feet south of Casita 1, is built in the same modest vernacular style. The north elevation, facing the other casita, has a wood door and two small barn sash windows; the east, street-facing side has no fenestration. The exact year of construction is uncertain, but most likely it was around 1928. It is apparent on an aerial map from 1935, and on a 1939 survey plat map. In comparing its condition today to aerial imagery from the late 1950s, the footprint of the building has not changed for about 70 years. On the Building Historic Status map, this structure is shown as having significant status, but it is not

clear how it acquired this status. There is no reference to this building in the 2007 HCPI, or in the 1982 or 1996 Historic Building Inventories. The structure is now in a state of disrepair and uninhabitable, and the Staff recommends Casita 2 be downgraded to non-contributing status.

The tool shed, situated immediately west of Casita 1, was constructed opportunistically with material, apparently recycled boards, from around the property. The exact date of construction is unknown, however the owners think it was built in the 1980s. It is a rectangular, low-gabled room with a small, shed-roof extension at the west. It has no significant architectural features and serves the residence as a storage space. No historic status has ever been assigned to this shed. Given the approximate date of construction and the general design, the Staff recommends non-contributing status for it.

FINDINGS OF FACT

After conducting a public hearing and having heard from the Applicant and all interested persons, the Board hereby FINDS, as follows:

1. Historic Preservation Division City staff reviewed the application, related materials and information submitted by the Applicant for conformity with applicable Santa Fe City Code ("SFCC") requirements, and provided the Board with a written report of its findings ("Staff Report"), which evaluates the factors relevant to the application.
2. Historic Preservation Division Staff Recommendation: Staff recommended the historic status of the main structure be maintained as significant, Casita 1 as non-contributing, Casita 2 downgraded to non-contributing, and the tool shed as non-contributing, per SFCC Section 14-5.2(C), Designation of Significant and Contributing Structures.
3. The project is subject to SFCC Section 14-5.2(C), Regulation of Significant and Contributing Structures.
4. The project is subject to the requirements and general design standards set forth in SFCC Section 14-5.2(D), General Design Standards.
5. The property is located in the Downtown and Eastside Historic District and is subject to the district design standards set forth in SFCC Section 14-5.2(E).
6. SFCC Section 14-5.2(C)(2)(a-c) gives the Board authority to review and approve "significant," "contributing," or "non-contributing" status designations and to designate primary façades of contributing structures.
7. Under SFCC Section 14-12.1, the definition of a "contributing structure" is "a structure, located in a historic district, approximately 50 years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains."
8. Under SFCC Section 14-12.1, the definition of a "primary façade" is one or more principal faces or elevations of a building with features that define the character of the building's architecture.
9. Under SFCC Section 14-12.1, the definition of a "non-contributing structure" is a "structure, located in an H district, that is less than 50 years old or that does not exhibit

sufficient historic integrity to establish and maintain the character of the H District."

10. Under SFCC Section 14-12.1, the definition of a "significant structure" is a "structure located in a historic district that is approximately 50 years old or older, and that embodies distinctive characteristics of a type, period or method of construction. For a structure to be designated as significant, it must retain a high level of historic integrity. A structure may be designated as significant: (A) for its association with events or persons that are important on a local, regional, national or global level; or (B) if it is listed on or is eligible to be listed on the State Register of Cultural Properties or the National Register of Historic Places."
11. Based on the information set forth in the Staff Report, and the exhibits, testimony and evidence presented at the hearing, the Board finds that the Main Structure meets the definition of a "significant structure," since the evidence is that no plainly visible alterations have been done to it since the 1940s, it maintains a high level of historic integrity, and it was built by the long-standing editor of an influential Spanish-language newspaper.
12. Based on the information set forth in the Staff Report, and the exhibits, testimony and evidence presented at the hearing, the Board finds that Casita 1 meets the definition of a "contributing structure," for its high level of historic integrity. The Board finds that the north façade of Casita 1 is the principal elevation of the building with features that define the character of the building's architecture.
13. Based on the information set forth in the Staff Report, and the exhibits, testimony and evidence presented at the hearing, the Board finds that Casita 2 meets the definition of a "contributing structure," for its high level of historic integrity. The Board finds that the north façade of Casita 2 is the principal elevation of the building with features that define the character of the building's architecture.
14. Based on the information set forth in the Staff Report and exhibits and the testimony and evidence presented at the hearing, the Board finds that the tool shed adjacent to Casita 1 meets the definition of a "non-contributing structure," for there is no evidence that it is approximately 50 years old or older or that it helps to establish and maintain the character of the Historic District.
15. The information contained in the application and provided in testimony and evidence establishes that all applicable requirements for Board review have been met.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Board acted upon the application as follows:

1. The Board has the authority to review and approve the application.
2. The Board grants the Applicant's request to review historic status.
3. The Board maintains the historic status of the main house and apartments as significant.
4. The Board designates the historic status of Casita 1 as contributing, and designates the north façade as primary.

5. The Board downgrades the historic status of Casita 2 from significant to contributing, and designates the north façade as primary.
6. The Board designates the historic status of the tool shed as a non-contributing.

IT IS SO ORDERED ON THIS 14th DAY of MAY, 2024, BY THE HISTORIC DISTRICTS REVIEW BOARD OF THE CITY OF SANTA FE.

Cecilia Rios
Chair

6/11/2024
Date

FILED:

Geralyn Cardenas XIV
Interim City Clerk

Oct 29, 2024
Date

APPROVED AS TO FORM:

Frank Ruybalid
Assistant City Attorney

5-15-2024
Date

Signature: Frank E Kruybalid

Email: feruybalid@santafenm.gov

24-0632 Emily Rivera Case #2024-7892-HDRB

Final Audit Report 2024-10-29

Created:	2024-10-28
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
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"24-0632 Emily Rivera Case #2024-7892-HDRB" History

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EXHIBIT C

5. MATTERS FROM THE PUBLIC

Stefanie Beninato said she didn't see anything that would prevent the Board from reviewing the status of St. John's College. She also pointed out that she tried going on YouTube to view the live meeting but was unable to, so others may be having issues viewing on YouTube.

6. STAFF COMMUNICATIONS

Ms. Lamboy said staff is finalizing the list of nominations for the Historic Preservation Awards. She reminded the Board members that if they had any nominations to get those to staff by the end of the week.

7. OLD BUSINESS

None

8. NEW BUSINESS

Chair Rios asked that public comments be limited to two minutes. She also explained the appeal process.

a. **2024-007892-HDRB. 718 Old Santa Fe Trl.** Downtown and Eastside Historic District. Significant. Emily Rivera, owner, requests a status review of all structures and primary façade(s) designation. (Paul Duran)

BACKGROUND & SUMMARY:

718 Old Santa Fe Trail is a single-family residence listed as significant to the Downtown and Eastside Historic District. The main residence on the property was built around 1880 on a 0.23-acre lot and comprised of a two bedroom 944-square foot home. The architectural design style is quint essential Santa Fe vernacular as seen by the adobe block construction material, rectangular shape construction, red brick coping, flat-roof, and irregular windows and doors on the southern façade. The main house has undergone an evolution of construction and additions with maintenance and repair. The structure was given significant status in 1982 and staff recommends it maintain the significant status as it is a direct reflection of the architectural design of its time and place.

Casita 1, identified by Mr. Murphey in his Historic Cultural Properties Inventory (HCPI 2023) survey of the property describes this home as a modest vernacular style home constructed out of adobe block, wooden vigas, and recessed windows. It is unknown of the initial date of construction but most likely around 1928. Casita 1 has been unkept and most likely uninhabitable for some time and has fallen into disrepair. Staff recommends Casita 1 as noncontributing status.

Casita 2 is built in the same modest vernacular style as Casita 1. It is uncertain the exact date of construction but most likely around 1928. The structure has been given significant status in 1982.

The structure has now become in a state of disrepair and uninhabitable. Staff recommends Casita 2 to be downgraded to non-contributing status.

The tool shed structure was constructed opportunistically with material from around the property. The exact date of construction is unknown, however the owners stated it being built around the 1980s. The shed has no significant architectural features and serves the residence as a storage space. Given the approximate date of construction and the general design, staff recommends the tool shed as non-contributing status.

STAFF RECOMMENDATION:

Staff recommends the historic status of the main structure be maintained as significant, Casita 1 as non-contributing, Casita 2 downgraded to non-contributing, and the tool shed as noncontributing, per 14-5.2(C) Designation of Significant and Contributing Structures.

Chair Rios confirmed that Casita 1 was never given a historic status and Casita 2 was given a significant status. On the field trip, in looking at the two buildings, it appears that Casita 1 has more character defining features and Casita 2 is plainer.

Chair Rios confirmed with Mr. Duran that there was a mistake when the survey was done.

Member Bienvenu confirmed with Mr. Duran that his recommendation to downgrade Casita 2 to non-contributing is solely because of its state of disrepair. He also confirmed with Mr. Duran that the issue about the condition is set aside, there'd be no question that this should be maintained as a contributing structure given its age, its historic integrity and in particular the way it interacts with the main building, which is significant.

Member Bienvenu said he disagreed with the interpretation of the Code because he doesn't see anything in the Code definitions of "contributing", "non-contributing", "significant" or "status" generally that refers to the physical condition of the property. It refers to historic integrity. The clear intent of the Code is whether it's been altered such that it no longer appears as it did in historic times, not its physical condition, which is addressed elsewhere, specifically in the demolition requirements.

Member Bienvenu said he would have a difficult time agreeing to a downgrade of a property that seems highly significant, not in the term of art sense used in the Ordinance,

although it may even qualify for that given the association with the family as well, but certainly its significance as to the streetscape and the historic fabric of Santa Fe,

APPLICANT PRESENTION:

Emily Rivera, 4791 15th Avenue Northeast Rio Rancho, and another gentleman (name was inaudible) were sworn. Ms. Rivera provided a history of the ownership of the property and how it came to be in the condition it is currently in. She said the main house is the one that was always intended for her family. Her great-grandfather wanted to have this for his daughters, and then to pass on to us, his descendants.

Chair Rios commended Ms. Rivera for wanting to keep these family homes. She confirmed that Ms. Rivera agrees with Mr. Duran's recommendation.

Chair Rios asked Ms. Lamboy if there are any grants available to financially help owners with improvements to their properties.

Ms. Lamboy confirmed that there are grant funds available.

Member Biedscheid asked Ms. Rivera what she envisions for the property, in terms of protections. Her concern is in making those sorts of designations it restricts the family to what can be done with the property. There are exception processes. In terms of the status designations, she asked Ms. Rivera if she understood what those designations mean.

Ms. Rivera said she knows a little bit about what the designations mean. In terms of changing the main house, she has no desire to change the look or feel of it other than just to improve the things she can and bring it back to what it should be. Her goal is to continue to maintain it but not to create such a mansion or palace that people cannot afford to live there.

Member Biedscheid said staff has recommended that both casitas be non-contributing but there is discussion by the Board that one or both casitas be contributing. She asked is Ms. Rivera agreed with that.

Ms. Rivera said she understood Mr. Duran's recommendation of non-contributing is because of the state of disrepair. She has considerations that concern her; she can't save the facade and the structural elements of it within her lifetime or within her means to make that viable and didn't that could be decided at the meeting.

Member Bienvenu said the Code specifically speaks to the fact that property owners in the historic district have an obligation to maintain their properties and prevent them from falling into disrepair and should be ordered to do so. He recognized this was not Ms. Rivera's fault, but the predecessor owner was in contravention of that aspect of

the Code. He said cost is another matter and he is hopeful that if Ms. Rivera decides to renovate and not come back for a demolition request, she could acquire some funds to help you with this project because this is a very significant part of Santa Fe history.

PUBLIC HEARING

Christopher Purvis, 818 Atalya, Santa Fe was sworn. He said there is more money from the Cultural Properties Review Committee, $25,000 tax credit each year.

Richard Martinez, PO Box 925, Santa Fe, was sworn. He confirmed what Mr. Purvis stated. He also referred to the significant status of the main house which means that all four elevations would be protected. Only two elevations were shown. He wouldn't consider it to be significant, maybe contributing and those two elevations would be primary.

Raymond Herrera, 379 Hillside Avenue, Santa Fe was sworn. He said he is familiar with the Muniz family which has been part of Santa for his lifetime. He said this house is a gem and merits the historic designation that it's getting. He thinks the casitas should also be designated contributing because they are part of the fabric of this property. Unfortunately, it's expensive, but with tax credits and everything, it might be possible to achieve a beautiful compound.

John Eddy,14 Avenida Campo Verde, Santa Fe, was sworn. He agrees with everything that has been said. I think that status should be maintained. The casitas should be contributing because they are part of the historic footprint. He thanked the applicants for having John Murphy do the incredible report on this property, it contains so much family history.

Stefanie Beninato, PO Box 1601, Santa Fe, was sworn. She appreciated the history and significance of this property. She would appreciate if the Board would find the main house to be significant. To help the applicant get funding it would be important to designate one or both casitas as contributing because otherwise they will not be eligible for the kind of funding that could be needed.

BOARD DISCUSSION/ACTION:

Member Biedscheid referred to the HCPI report which recommended contributing for the main house due to its alteration along the north elevation which changed the shape of the building from a one room width all the way back. Then he recommended non-contributing for Casita 1, based on the condition; contributing for Casita 2; and non-contributing for the shed. She agreed with those recommendations, aside from Casita 1, that all properties, minus the shed, should be contributing.

MOTION: In Case 2024-007892-HDRB. 718 Old Santa Fe Trl., Member Bienvenu moved that the main structure be maintained as significant for the reasons

set forth in the staff report and on the record of this hearing. The motion was seconded by Member Valdo.

VOTE: The motion passed by (2-1) roll call vote with Members Bienvenu and Valdo voting in favor and Member Biedscheid voting against.

MOTION: In Case 2024-007892-HDRB. 718 Old Santa Fe Trl., Member Bienvenu moved, based on the record that was provided prior to this hearing and this hearing, that Casita 1 be designated as contributing with the primary facade being the north facade. The motion was seconded by Member Valdo.

VOTE: The motion passed by (3-0) roll call vote with Members Bienvenu, Valdo and Biedscheid voting in favor and none voting against.

MOTION: In Case 2024-007892-HDRB. 718 Old Santa Fe Trl., Member Bienvenu moved, based on the record as presented, that Casita 2 be redesignated as contributing with the primary facade being the north facade. The motion was seconded by Member Valdo.

VOTE: The motion passed by (3-0) roll call vote with Members Bienvenu, Valdo and Biedscheid voting in favor and none voting against.

MOTION: In Case 2024-007892-HDRB. 718 Old Santa Fe Trl., Member Bienvenu moved that the tool shed be designated as non-contributing based on the record that indicates that it is not historic. The motion was seconded by Member Valdo.

VOTE: The motion passed by (3-0) roll call vote with Members Bienvenu, Valdo and Biedscheid voting in favor and none voting against.

Member Biedscheid said regarding the designation of significant for the main house, the non-historic doors and windows should be excluded.

Chair Rios asked the applicant if the doors and windows have been replaced in the last 50 years.

Ms. Rivera confirmed that some have been replaced.

Chair Rios asked Member Bienvenu if he wanted to amend his motion.

Member Bienvenu said he did not because the existing status is being maintained, it’s not being upgraded.

To view the entire recording of this hearing, ***see*** the YouTube video at: https://www.youtube.com/watch?v=GwUEH6hYEhw (7:56 – 59:27)

b. **2024-007918-HDRB. 125 Duran St. Westside** Guadalupe Historic District. Contributing. Ezequiel Tena, agent for Amelia Robinson, owner, requests primary façade designations. (Ramon Sarason)

BACKGROUND & SUMMARY:
125 Duran Street is a single-family residence listed contributing to the Westside-Guadalupe Historic District. It is a simple house: an adobe rectangle, topped with a hipped roof, with one corner cut out to serve as a porch. It holds about 945 square feet and includes two bedrooms, a bath, a living room, and a kitchen. Its stucco and roof are recent, but the windows are older, probably dating to the original approximately 1936 construction. It is purely vernacular without a hint of Santa Fe style.

STAFF RECOMMENDATION:
Staff recommends the historic status of the structure be maintained as contributing, per 14-5.2(C) Designation of Significant and Contributing Structures. Staff further recommends the west elevation (F1 on the façade diagram) be designated as primary.

APPLICANT PRESENTATION:
Amelia Robinson, 125 Duran Street, Santa Fe, was sworn. Ms. Duran said she agreed with staff's recommendation.

Member Bienvenu commented that Mr. Sarason had added F4, the south facade, as a recommended primary because of the roof line. He asked if it would make sense to have that facade only go to the eastern corner as a primary and not include that little pony wall where that encloses the patio because that's outside of the roof line.

Mr. Sarason said the reason he included that was because it dates to before 1958. He thought it was a significant enough feature that it added historical time context to its evolution over time. He said originally, he was following John Murphy's recommendation on the primary facades, however, upon further consideration he thought that façade, including the pony wall off the porch area does have structural integrity and/or historical integrity. Of the four facades the west facade and F4, the south façade, have the most visibility.

PUBLIC HEARING
John Eddy, previously sworn, said he supported staff's recommendation.

Stefanie Beninato, previously sworn, said she agrees with staff's recommendation.

EXHIBIT D

CITY OF SANTA FE, NEW MEXICO

PROJECT DESCRIPTION: 2024-007892-HDRB. 718 Old Santa Fe Trail. Downtown and Eastside Historic District. Significant. Emily Rivera, owner, requests a status review of all structures and primary façade(s) designation.

Case number: 2024-007892-HDRB
Project Type: Status review with primary façade(s) designation.

PROJECT LOCATION (S): 718 Old Santa Fe Trail

PROJECT NAMES:

OW – Emily Rivera, 718 Old Santa Fe Trail, Santa Fe, New Mexico, 87505

AP – Emily Rivera, 718 Old Santa Fe Trail, Santa Fe, New Mexico, 87505

PROJECT DATA:

HISTORIC DISTRICT

Don Gaspar Area ☐ **Downtown and Eastside** X **Historic Review** ☐ **Transition** ☐ **Westside-Guadalupe** ☐

HISTORIC BUILDING STATUS

Non-Statused ☐ **Non-Contributing** ☐ **Contributing** ☐ **Significant** X **Landmark** ☐ **N/A** ☐

PRIMARY ELEVATIONS: **North** **South** X **West** X **East** X **N/A** ☐

PUBLICLY VISIBLE FACADE-EAST Yes X No ☐

PUBLICLY VISIBLE FACADE-NORTH Yes ☐ No X

PUBLICLY VISIBLE FACADE-SOUTH Yes X No ☐

PUBLICLY VISIBLE FACADE-WEST Yes ☐ No X

HISTORIC DISTRICT INVENTORY NUMBER _____H-27950____

YEAR OF CONSTRUCTION _____1880____

PROJECT TYPE

Status X **Primary Elevations** X **Remodel** ☐ **Demolition** ☐ **New** ☐ **Other** _____

USE, EXISTING **Residential** X **Non-Residential** ☐ **Vacant** ☐

USE, PROPOSED **Residential** X **Non-Residential** ☐

HISTORIC BUILDING NAME: Benigno and Ines Muniz Home/Property

City of Santa Fe, New Mexico

memo

DATE: **March 12, 2024**

TO: **Historic Districts Review Board Members**

FROM: **Paul A. Duran, Senior Planner, Historic Preservation Division**

2024-007892-HDRB. 718 Old Santa Fe Trail. Downtown and Eastside Historic District. Significant. Emily Rivera, owner, requests a status review of all structures and primary façade(s) designation.

REFERENCE ATTACHMENTS (Sequentially):

CITY SUBMITTALS

____ District Standards & yard wall & fence standards.

__x__ Historic Inventory Form

___ Zoning Review Sheet

____ Other:

APPLICANT SUBMITTALS

__x__ Proposal Letter

__x__ Site Plan/Floor Plan

___ Elevations

__x__ Photographs

____ Other:

STAFF RECOMMENDATION:

Staff recommends the historic status of the main structure be maintained as significant, Casita 1 as non-contributing, Casita 2 downgraded to non-contributing, and the tool shed as non-contributing, per 14-5.2(C) Designation of Significant and Contributing Structures.

BACKGROUND & SUMMARY:

718 Old Santa Fe Trail is a single-family residence listed as significant to the Downtown and Eastside Historic District. The main residence on the property was built around 1880 on a 0.23-acre lot and comprised of a two bedroom 944-square foot home. The architectural design style is quint essential Santa Fe vernacular as seen by the adobe block construction material, rectangular shape construction, red brick coping, flat-roof, and irregular windows and doors on the southern

façade. The main house has undergone an evolution of construction and additions with maintenance and repair. The structure was given significant status in 1982 and staff recommends it maintain the significant status as it is a direct reflection of the architectural design of its time and place.

Casita 1, identified by Mr. Murphey in his Historic Cultural Properties Inventory (HCPI 2023) survey of the property describes this home as a modest vernacular style home constructed out of adobe block, wooden vigas, and recessed windows. It is unknown of the initial date of construction but most likely around 1928. Casita 1 has been unkept and most likely uninhabitable for some time and has fallen into disrepair. Staff recommends Casita 1 as non-contributing status.

Casita 2 is built in the same modest vernacular style as Casita 1. It is uncertain the exact date of construction but most likely around 1928. The structure has been given significant status in 1982. The structure has now become in a state of disrepair and uninhabitable. Staff recommends Casita 2 to be downgraded to non-contributing status.

The tool shed structure was constructed opportunistically with material from around the property. The exact date of construction is unknown, however the owners stated it being built around the 1980s. The shed has no significant architectural features and serves the residence as a storage space. Given the approximate date of construction and the general design, staff recommends the tool shed as non-contributing status.



RELEVANT CODE CITATIONS:

14-5.2(C) Regulation of Significant and Contributing Structures in the Historic Districts

(1) Purpose and Intent

It is intended that:

(a) Each structure to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as the addition of conjectural features or architectural elements from other buildings, shall not be undertaken;

(b) Changes to structures that have acquired historic significance in their own right shall be retained and preserved, recognizing that most structures change over time;

(c) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a structure be preserved; and

(d) New additions and related or adjacent new construction be undertaken in such a manner that if removed in the future, the original form and integrity of the historic property and its environment would be unimpaired.

14-12 Significant Structure:

A structure located in a historic district that is approximately fifty years old or older, and that embodies distinctive characteristics of a type, period or method of construction. For a structure to be designated as significant, it must retain a high level of historic integrity. A structure may be designated as significant:

(A) for its association with events or persons that are important on a local, regional, national or global level; or

(B) if it is listed on or is eligible to be listed on the State Register of Cultural Properties or the National Register of Historic Places.

14-12 Contributing Structure:

A structure, located in a historic district, approximately fifty years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains.

14-12 Primary Façade:

One or more principal faces or elevations of a building with features that define the character of the building's architecture.

14-12 Noncontributing Structure:

A structure, located in an H district, that is less than fifty years old or that does not exhibit sufficient historic integrity to establish and maintain the character of the H district.

14-5.2(E) Downtown and Eastside Design Standards

(1) Old Santa Fe Style

Old Santa Fe style, characterized by construction with adobe, is defined as including the so-called "pueblo" or "pueblo-Spanish" or "Spanish-Indian" and "territorial" styles and is more specifically described as follows:

(a) With rare exception, buildings are of one story, few have three stories, and the characteristic effect is that the buildings are long and low. Roofs are flat with a slight slope and surrounded on at least three sides by a firewall of the same color and material as the walls or of brick. Roofs are never carried out beyond the line of the walls except to cover an enclosed portal or porch formed by setting back a portion of the wall or to form an exterior portal, the outer edge of the roof being supported by wooden columns. Two-story construction is more common in the territorial than in other sub-styles, and is preferably accompanied by a balcony at the level of the floor of the second story. Façades are flat, varied by inset portales, exterior portales, projecting vigas or roof beams, canales or water-spouts, flanking buttresses and wooden lintels, architraves and cornices, which, as well as doors, are frequently carved and the carving may be picked

out with bright colors. Arches are almost never used except for nonfunctional arches, often slightly ogive, over gateways in freestanding walls;

(b) All exterior walls of a building are painted alike. The colors range from a light earth color to a dark earth color. The exception to this rule is the protected space under portales, or in church-derived designs, inset panels in a wall under the roof, in which case the roof overhangs the panel. These spaces may be painted white or a contrasting color, or have mural decorations;

(c) Solid wall space is always greater in any façade than window and door space combined. Single panes of glass larger than thirty (30) inches in any dimension are not permissible except as otherwise provided in this section;

(d) The rule as to flat roofs shall not be construed to prevent the construction of skylights or installation of air conditioning devices, or any other necessary roof structures, but such structures other than chimneys, flues, vents and aerials, shall be so placed as to be concealed by the firewall from the view of anyone standing in the street on which the building fronts;

(e) True old Santa Fe style buildings are made of adobe with mud plaster finish. Construction with masonry blocks, bricks, or other materials with which the adobe effect can be simulated is permissible; provided, that the exterior walls are not less than eight (8) inches thick and that geometrically straight façade lines are avoided. Mud plaster or hard plaster simulating adobe, laid on smoothly, is required; and

(2) Recent Santa Fe Style

Recent Santa Fe style intends to achieve harmony with historic buildings by retention of a similarity of materials, color, proportion, and general detail. The dominating effect is to be that of adobe construction, prescribed as follows:

(a) No building shall be over two stories in height in any façade unless the façade shall include projecting or recessed portales, setbacks or other design elements;

(b) The combined door and window area in any publicly visible façade shall not exceed forty percent of the total area of the façade except for doors or windows located under a portal. No door or window in a publicly visible façade shall be located nearer than three (3) feet from the corner of the façade;

(c) No cantilevers shall be permitted except over projecting vigas, beams, or wood corbels, or as part of the roof treatment described below;

(d) No less than eighty percent of the surface area of any publicly visible façade shall be adobe finish, or stucco simulating adobe finish. The balance of the publicly visible façade, except as above, may be of natural stone, wood, brick, tile, terra cotta, or other material, subject to approval as hereinafter provided for building permits;

(e) The publicly visible façade of any building and of any adjoining walls shall, except as otherwise provided, be of one color, which color shall simulate a light earth or dark earth color, matte or dull finish and of relatively smooth texture. Façade surfaces under portales may be of contrasting or complimentary colors. Windows, doors and portals on publicly visible portions of the building and walls shall be of one of the old Santa Fe styles; except that buildings with portals may have larger plate glass areas for windows under portals only. Deep window recesses are characteristic; and

(f) Flat roofs shall have not more than thirty (30) inches overhang.

NEW MEXICO HISTORIC BUILDING INVENTORY FORM

building threatened? yes	surveyed date 8-82 by E.T.	county Santa Fe	ID no. 051600
field map number Don Gaspar Neighborhood 3 22B		UTM reference zone 12 (13)	easting ~415230	northing 3948380

location description 718 Old Santa Fe Trail

city/town Santa Fe

land grant/reservation

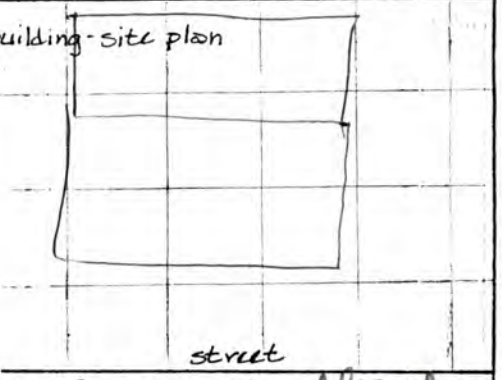
building name

legal description tnsp ___ N S range ___ E W sec ___ ¼ ¼

film roll by E.T. no. 8 | negative nos. 11A | loc. of neg. City of Santa Fe



building-site plan



date of construction at least 1912
1920 estimate 1912-28 actual
source City Directory

use
present (residential)
other ___
historic (residential)
other ___

condition
___ excellent ___ good
X fair ___ deteriorating

degree of remodeling
___ minor X moderate ___ major
describe: addn

surroundings
Res

relationship to surroundings
X similar ___ not similar

district potential
X yes ___ no

significance
X significant ___ contributing
pre 1912 date
___ supporting ___ intrusive

associated buildings? ___ yes
what type?

if inventoried, list ID nos.

see back? ___ yes

style: Territorial Revival

foundation material: N/V

wall material/surface: stucco

architectural features
wd d/h
porch across front
rear addn
brick coping

comments
see old photo in Archives under Santa Fe Trail

718½ - Jackson David
1936 cd - Maria Benigno
1938 cd - Maria Benj cd - El Nuevo Mexicano





Historic Cultural Properties Inventory (HCPI) Base Form (FORM 1)

Historic Preservation Division, New Mexico Department of Cultural Affairs

For HPD Office use only:
HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D

1. Name of property:	2. Location:	3. Local Reference Number:
None	718 Old Santa Fe Trail Santa Fe, NM 87501	H27950 (051600[223], H2798)
		4. County Santa Fe County, NM.

5. Property Type:
X_ Building __ Structure
__ Site __ Object

6. Date of Survey:

June 5, 2007

7. Previous Survey Date(s):
July, 1982
May, 1996

8. Name of Project:
City of Santa Fe
Account 12085.510300

9. UTM NAD 27
Zone: 13S
Easting: 415237m E
Northing: 3948310m N

Photo:



1. **View West of 718 Old Santa Fe Trail (OSFT), East (front) elevation (ArcCom June 5, 2007).**

10. Photo Information
Digital 06-02-2007

CD Submitted to City Planning by
ArcCom PO Box 89 Santa Fe, NM 87504.

11. Brief Description of the Property: 718 Old Santa Fe Trail (OSFT) is a approximately 5,170 square feet as it stands today, and includes three porch additions (E, W, and N), at least four room additions (E, W, N), and associated roof and wall alterations. The oldest part of the building reportedly dates to the 1890s, as recorded by personal communication on a 1996 HCPI of this property. The earliest portion of the building (approximately 600 square feet on the South elevation of the present building) represents Spanish-Pueblo style, the East elevation (approximately 800 square feet), believed to have been added in the 1930s (NM HCPI 1996), represents Territorial style, and three porch additions are vernacular in style. The building is utilized as multiple residences. A separate two-room adobe located approximately 40 feet south (718.5 OSFT: H27981) is associated with 718 OSFT by shared driveway, and is not considered on this survey.

12. Who uses the property? Resident Owner and Tenants.

13. Construction Date:
Date: 1890s Known X Estimated Source: Paula Jones, former owner as reported on 1996
NM HCPI of this property
1912 X Known Estimated Source: King Official Map if the City of Santa Fe, NM

14. Setting: __ Suburban __ Rural __ Village X Urban If Urban: Commercial __ Industrial X Residential __Public

15. Relationship to Surroundings: X Similar Dissimilar

Comments:

16. Additional Perspective: (Photos, drawing, footprint, etc., indicate north arrow when possible)



2. View Southwest of 1930s Territorial Revival addition with shed porch and pair of French doors (ArcCom June 5, 2007)

17. Surveyor:

ArcCom Historic Preservation Consultant
Thomas I. McIntosh, MA, RPA
PO Box 89
Santa Fe, NM 87504
505-982-2341

18. Owner (if known) and other knowledgeable people:

Owner: Zamora, Adelina c/o Julian Garcia 718 OSFT #5
Santa Fe, NM 87501

Former Owner: Paula Jones, grandaughter of Benigno Muniz, owner from circa 1890 - 1944.

19. Is Property Endangered? __ Unknown X No Yes How?

20. Significance to Current Community: __ Unknown __ None X Low __ Moderate __High

Describe: Building has low integrity because of multiple (contributing and non-contributing) alterations and additions.

21. Other Significance or Information of Interest:
Legal Description: LOT 20 BLK 109 BUENA VISTA S/D
DEED BOOK and PAGE: 311/398
MAP CODE: 1-054-098-292-350.

City Directories (Hudspeth): 1947 Hutchinson, DL, Chavez, Higinio, Garcia, Frank, Rivera JE, Fine, Eug.
1944 Muniz, Benigno (his granddaughter, Paula Jones, reports that he purchased the property in the 1890s with an existing building.
1934-1935 Muniz, Benigno

22. National or State Register:
Is this property individually listed on a historic register? __ Unknown X No __Yes
If yes: __ State __ National

If 'no' or unknown, do you think this property is eligible for listing? X No Yes
The building lacks integrity of architectural style as a result of multiple additions and alterations.

23. National or State Historic District:
Is this property in a historic district? __ Unknown __ No X Yes
If yes: __ Contributing X Non-contributing __ Unknown
If 'yes', what is the name of the district? Santa Fe Downtown and Eastside Historic District

24. Supplemental Forms:
__ None X HCPI Detail Form (FORM 2) X Continuation Sheets, # pages:

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2*
HCPI No. _____ **District No.** _____ ___NRHP ___SRCP **Criteria** _A_B_C_D

1. Name of property:	2. Location:	3. Local Reference Number: H27950 (051600[223], H2798)
none	718 Old Santa Fe Trail Santa Fe, NM 87501	4. County Santa Fe County, NM.
		5. Date of Survey: June 5, 2007

ARCHITECTURAL AND CONSTRUCTION DETAILS:

6. Visible Construction Material:

X Adobe	X Brick	__ Composition	X Concrete: Block
__ Concrete: Cast Stone	__Concrete: Poured	__ Earth Plaster	__ Masonry: Simulated
__ Metal: Corrugated	__ Metal: Structural Siding	__ Metal: V-Crimp	__ Stone: Random Ashlar
Stone: __ Random Tabular	__ Stone: Coursed	__Stone: River Rock	__ Stone: Rusticated
X Stucco	__ Tile: Clay	__ Vinyl Siding	__ Wood: and Board Batten
Wood: X Horizontal Shingle Siding	__ Wood: Jacal	Wood: Log	__ Wood:
X Wood:		Other:	

7. Number of Stories: __ N/A
Number: X 1 11/2 __ 2
__ 21/2 Other:_____

8. Foundation: __ N/A
X Not visible __ None
__ At Grade __ Raised
Materials: __ Concrete __ Stone
Other: _____
Notes:

9. Roof: __ N/A
Shape: X Flat __ Gabled
__ Hipped __ Pyramidal
X Shed Other:
Pitch: __ None X Low
__ Medium __ Steep
Features: __ Eave X Parapet
Materials: X Asphalt __ Earth
__ Composition shingle __ Metal: Pressed
X Composition Roll __ Metal: Corrugated
__ Metal: Standing Seam __ Metal: V- Crimp
__ Tile: Terra Cotta __ Wood: Shingle
X Other: Built Up Gravel (BUG) and tar

10. Windows __ N/A

Operation	Material	Glazing	Number
d.h.w.	wood	1/1	3
d.h.w.	wood	2/2	3
d.h.w.	wood	6/6	1
casement	wood	6-lite	4

Notes:

11. Doors __ N/A

Type	Style	Material	Number
French		wood	2
Single leaf glaze panel		wood	7
Single leaf screen shed		wood	1

Notes:

12. Chimneys: 9 metal stacks

13. Porches 3

Type: East (front) shed porch X Partial-Width yes __ Full-Width
__ Wrap
North enclosed screen porch X Partial-Width yes __ Full-Width
__ Wrap
West patio X Partial-Width yes __ Full-Width
__ Wrap

14. Other Significant Features:

15. Modifications: __ No known modifications

#1. East Territorial Revival room addition Date: pre-1912 Known X Estimated Source: King map

#2. South: Spanish-Pueblo Revival room addition Date: pre-1912 Known X Estimated Source: King map

#3. North: Spanish-Pueblo Revival room addition, vernacular porch addition Date: 1935-1948 Known X Estimated Source: aerial photographs

#4. West: Vernacular Porch Date: unknown

#5. East: Vernacular porch Date: unknown

16. Primary Architectural Style __ Not Applicable

__ Art Deco/Streamline Moderne __ Gothic Revival __ Mission Revival __ Pueblo X Spanish-Pueblo Revival
__ Bungalow/Craftsman __ International __ Neo-Classical __ Queen Anne Territorial
__ Colonial Revival __ Italianate __ Northern NM __ Ranch X Territorial Revival
__ Folk Victorian __ Mediterranean __ Prairie ___Spanish-Colonial __ Tudor Revival
Notes:. Other:

17. Documents Available and Their Locations

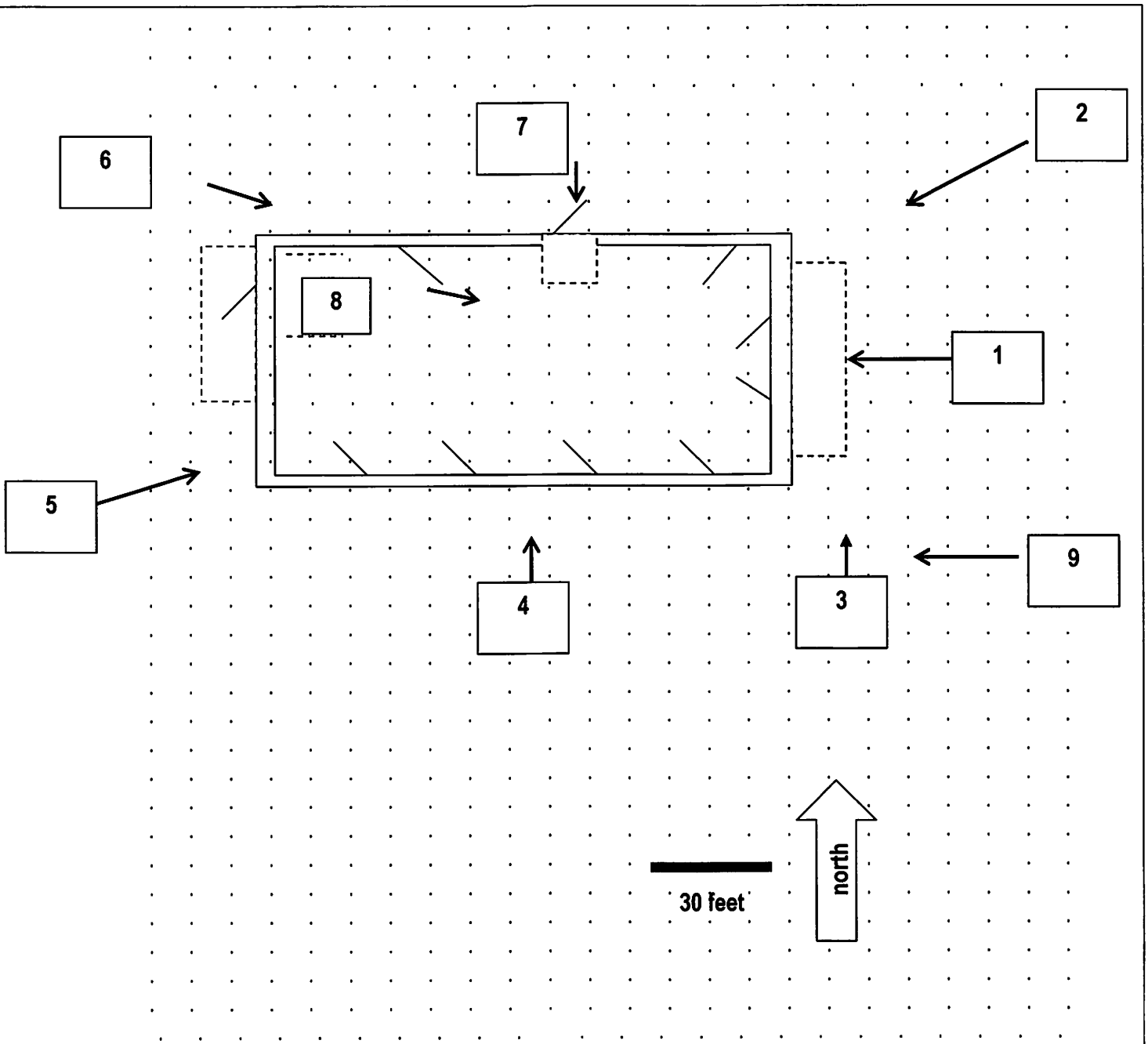
Sanborn maps (Frey Angelica Library)
City Directories (Frey Angelica Library)
Historic maps (City of Santa Fe Planning Department Historic Preservation Section)
Aerial Photographs (NM DOT; UNM Earth Data Analysis Center, Albuquerque)

SITE:

18. Attached or Associated Properties:

a. Abutting 718 Old Santa Fe Trail on the North, the Harry Howard Dorman House (707 Old Santa Fe Trail) is a NM Registered Property (HPD 752), and is listed on the Historic Santa Fe Foundation Registry of resources worthy of preservation.
b. An associated two-room adobe on Lot 6 of the King 1912 map is historic, but not believed to be "Contributing" to the District. It is recorded on HCPI 27981.

Are associated properties eligible for listing? a. YES b. NO


7
2
6
8
1
5
4
3
9
30 feet
north

Historic Cultural Properties Inventory (HCPI) Continuation Sheet
Historic Preservation Division, New Mexico Department of Cultural Affairs

For HPD Office use only: HCPI No._____ District No._____		
1. Name of property: (historic and/or current name for property) none	2. Location: 718 Old Santa Fe Trail Santa Fe, NM 87501	3. Local Reference Number: H27950 (051600[223], H2798)
		4. County Santa Fe County, NM
		5. Date of Survey June 5, 2007



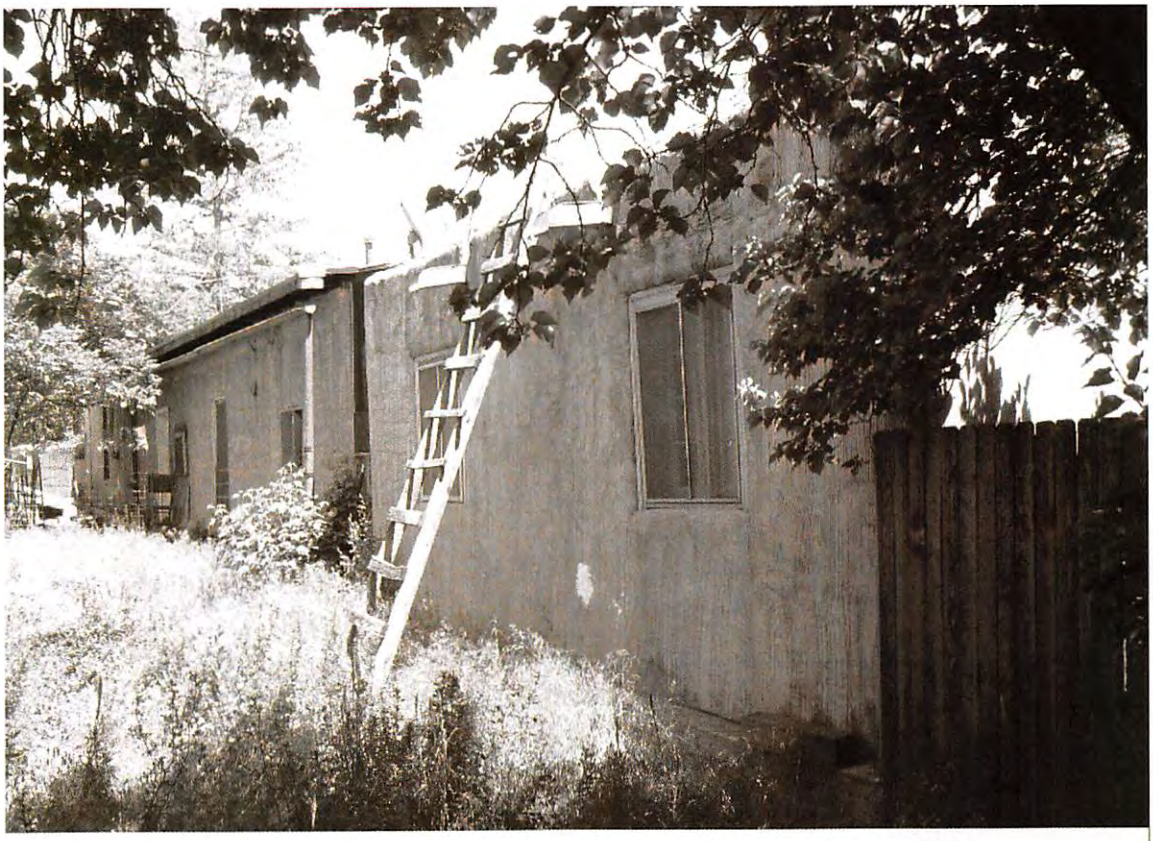
3. View Northwest of 1930s addition (ArcCom June 5, 2007).



4. View North of South elevation (ArcCom June 5, 2007).



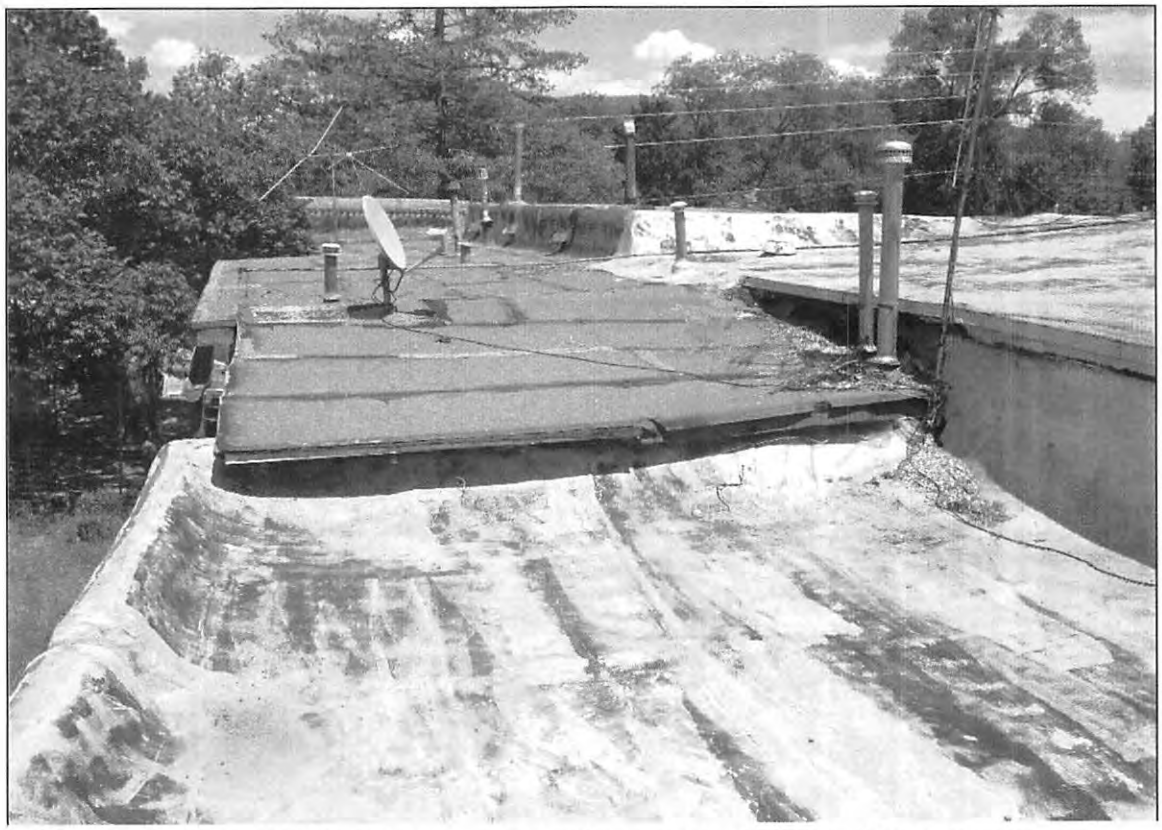
5. View Northeast of West (right) and South (left) elevations (ArcCom June 5, 2007).



6. View Southeast of North elevation room additions (ArcCom June 5, 2007).



7. View South of North elevation room addition and vernacular porch (ArcCom June 5, 2007).



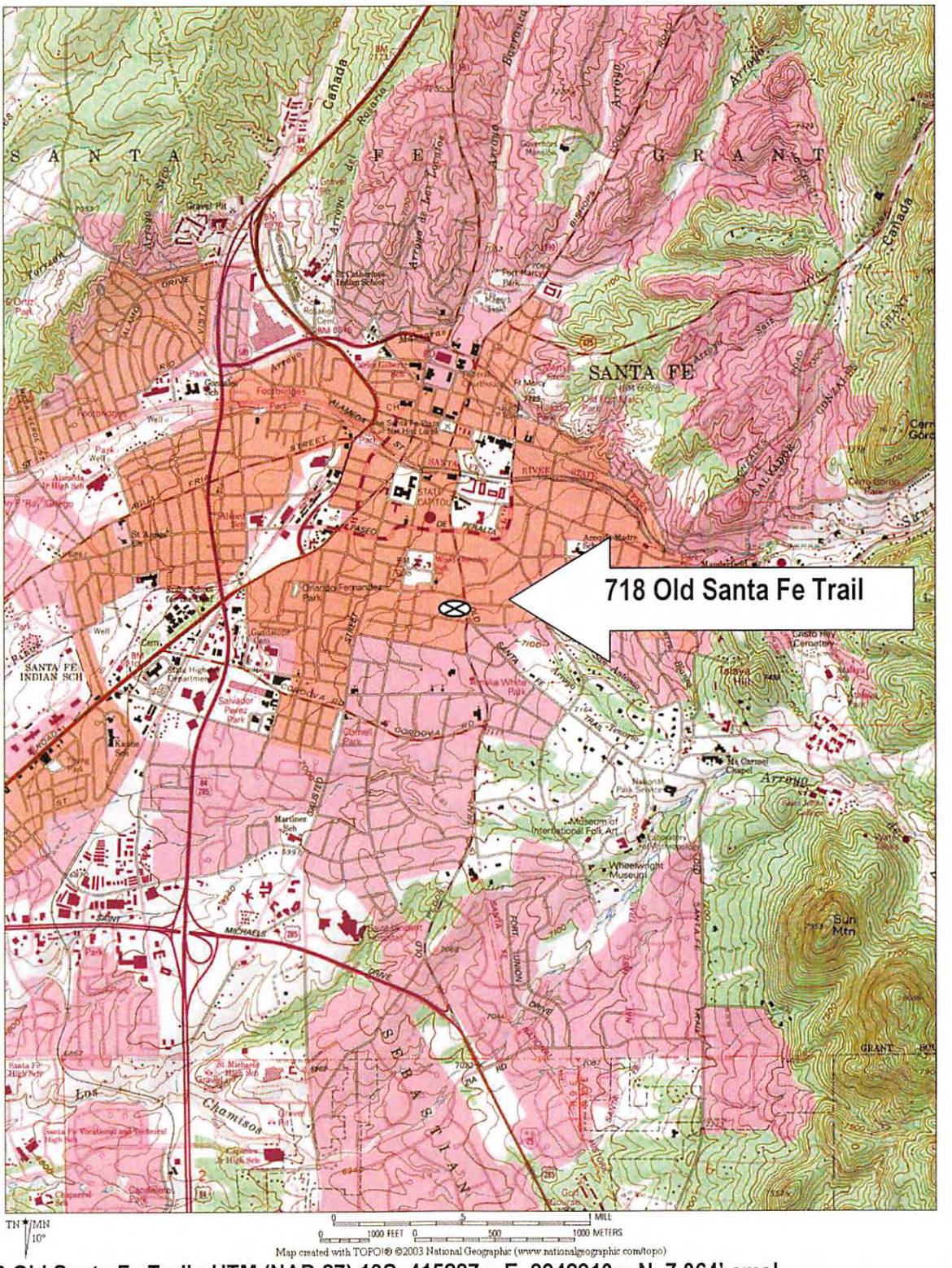
8. View East from Northwest corner. Raised parapet in distant right is believed to represent original (1890s) footprint (ArcCom June 5, 2007).



9. View West of entrance shows association between (718 OSFT: H 2 7950) (right), and two-room adobe (718.5 OSFT: H 27981) (left) (ArcCom June 5, 2007).

Historic Map and Aerial Photograph Sequence
2005-1766

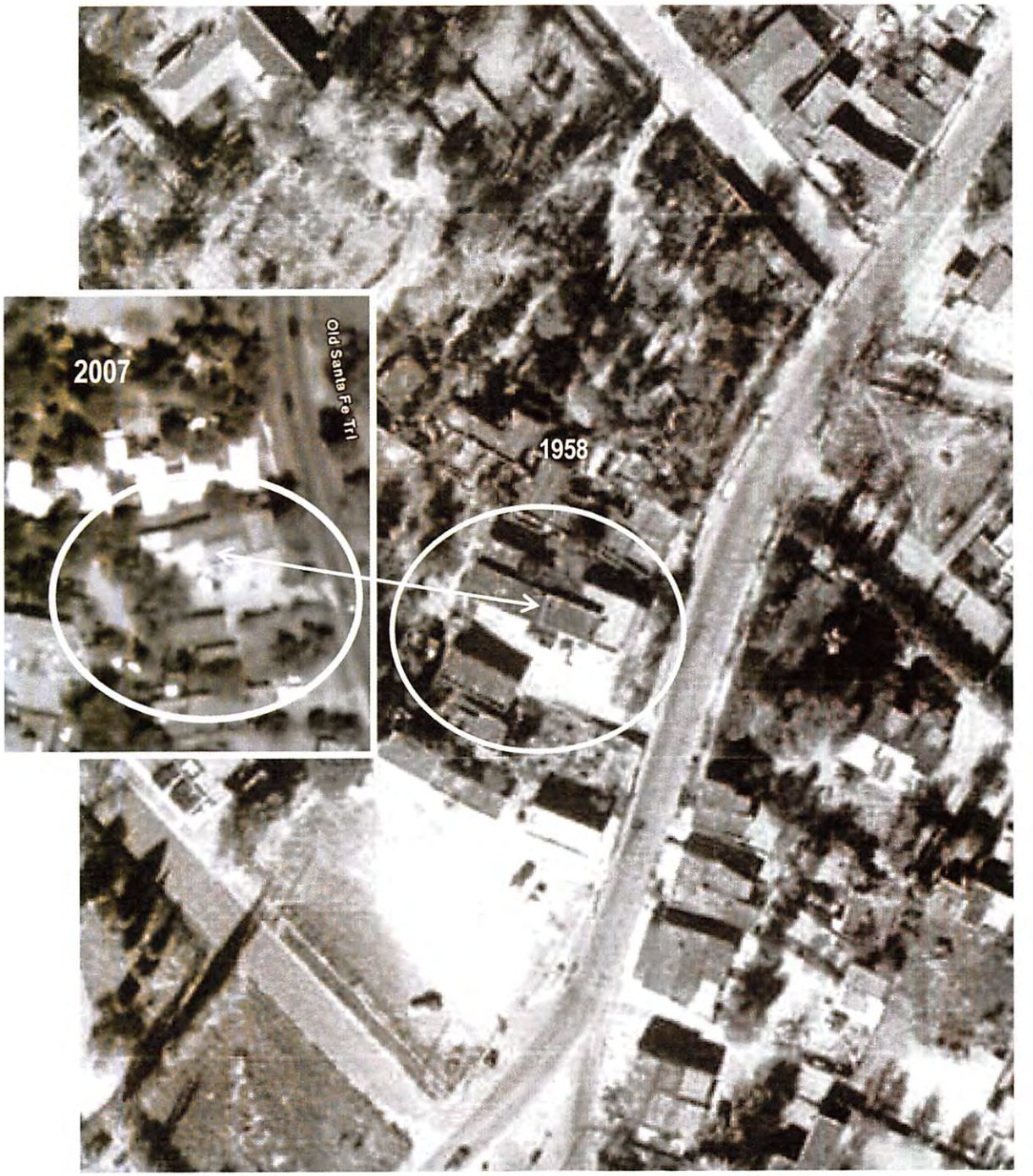
1.	7.5-minute topograph indicating location of Subject Property (National Geographic TOPO 1:24,000)	12
2.	2007 aerial photograph (Google Earth 1:240)	13
3.	1958 aerial photograph (NM DOT 1:700)	14
4.	1948 aerial photograph (USGS 1:43200)	15
5.	1935 aerial photograph (USSCS 1:31,680)	16
6.	1912 King Map	17
7.	1882 Stoner "Bird's Eye View of the City of Santa Fe, NM"	18
8.	1846 Emory and Gilmer Map	19
9.	1776 Urrutia "Plano de la villa de Santa Fee"	20



18 Old Santa Fe Trail: UTM (NAD 27) 13S, 415237m E, 3948310m N, 7,064' amsl



2007 location of 718 Old Santa Fe Trail in the Downtown and Eastside Historic District of Santa Fe, NM (Google Earth 2007).



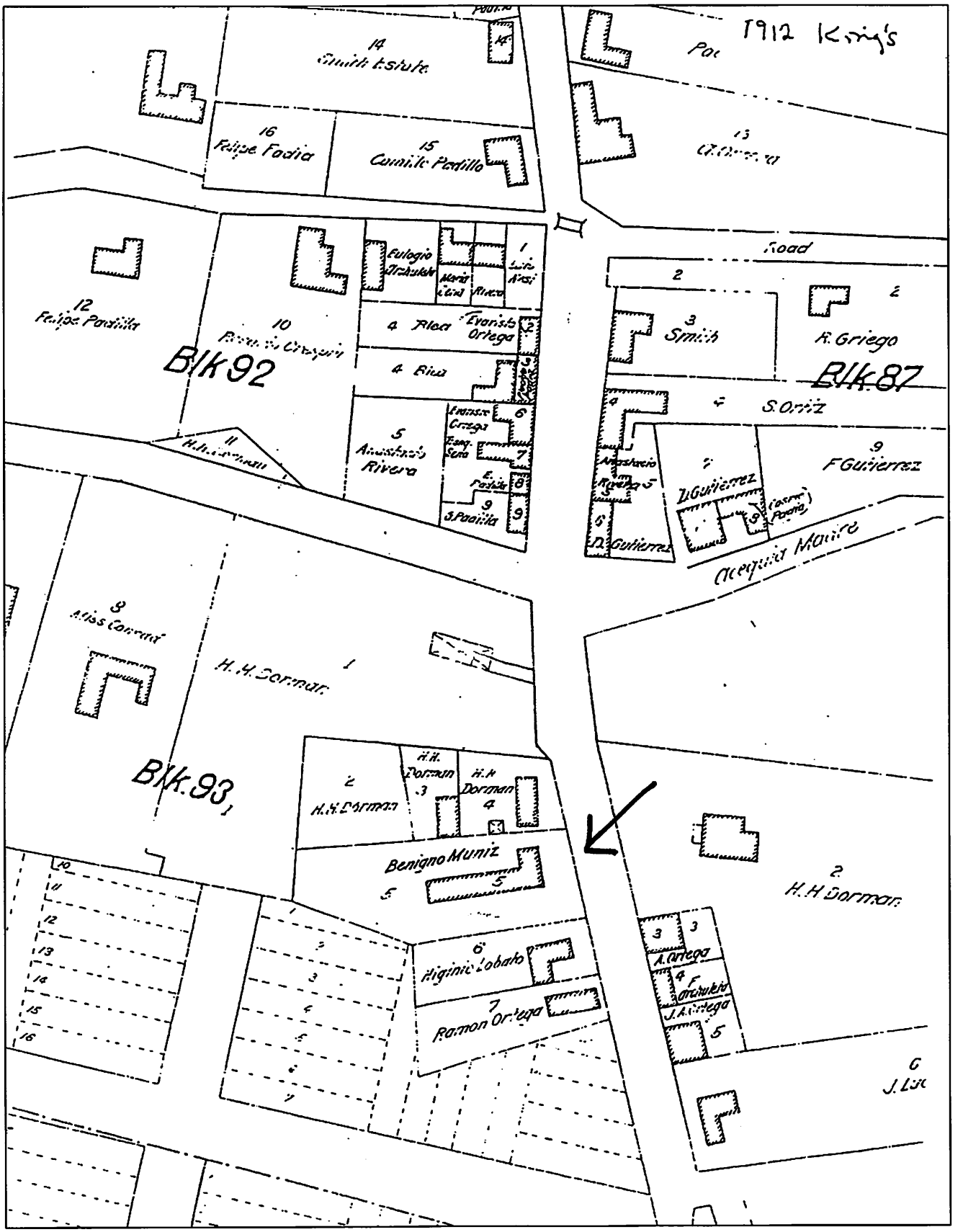
1958 NMDOT aerial photograph with 2007 Google image superimposed. Pointer indicates oldest part of building.



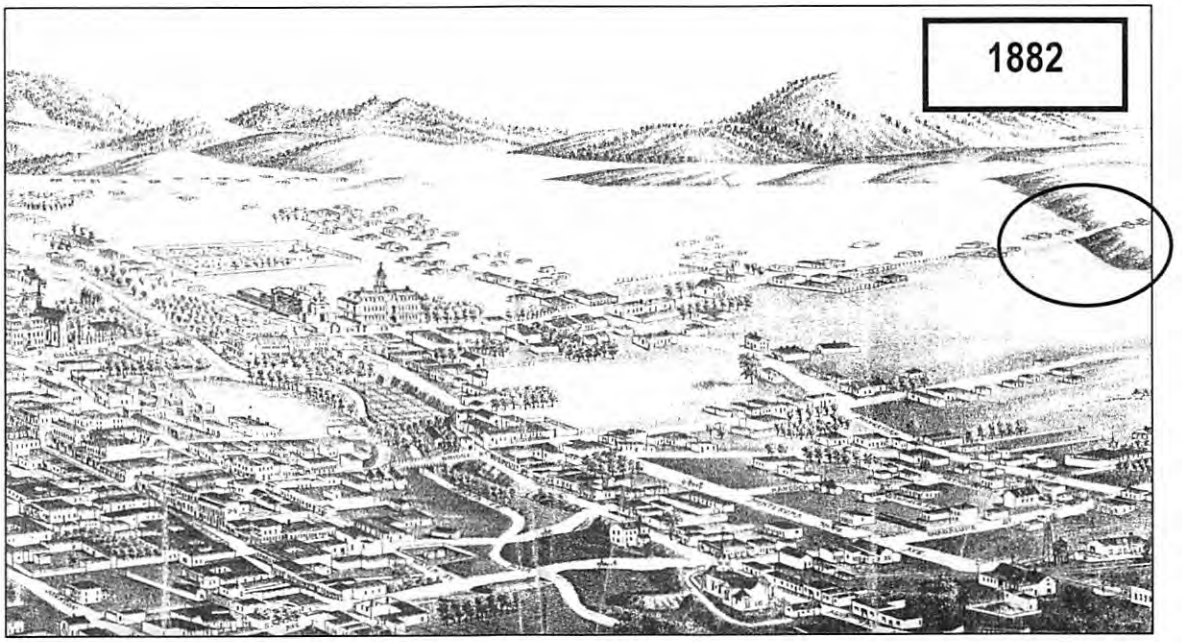
1948 footprint reveals North elevation room additions not seen on earlier maps or photographs.



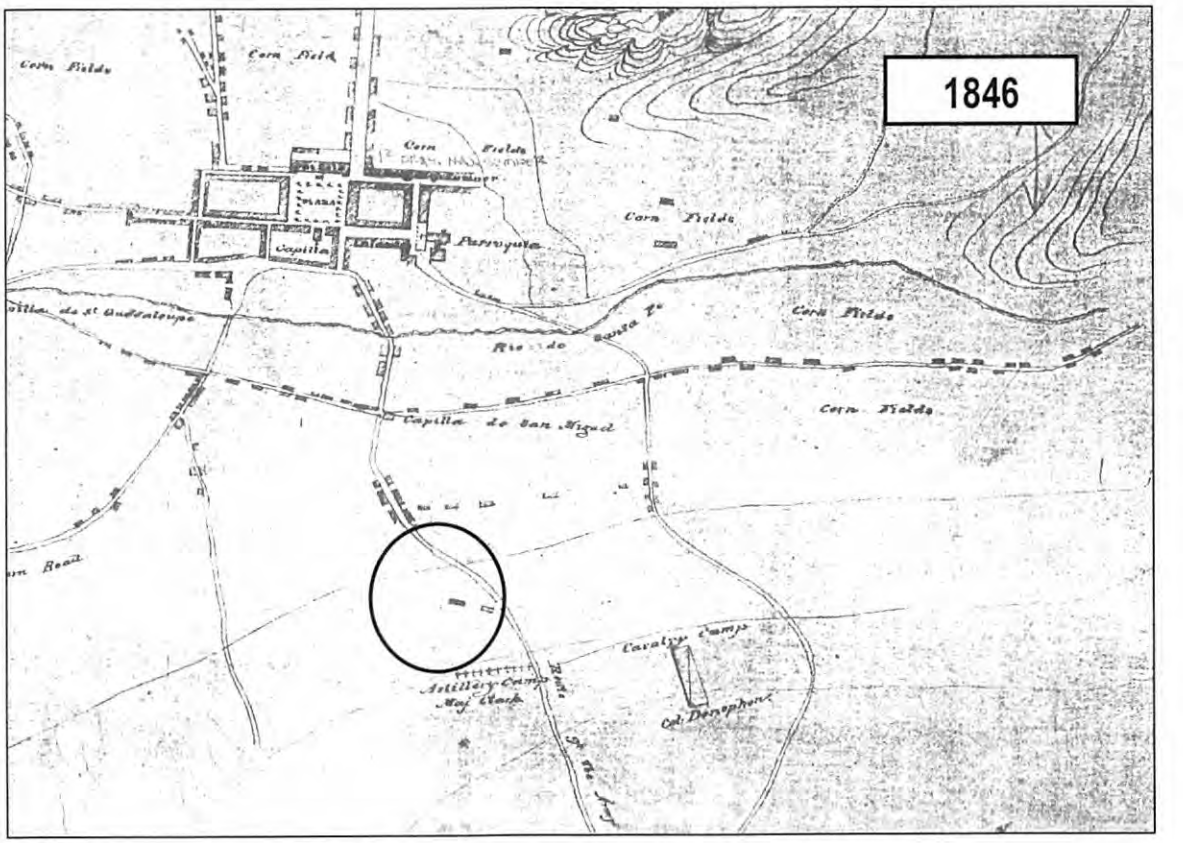
1935 footprint is unchanged from the King 1912 representation. The Southwest Spanish-Pueblo Revival



1912 King Map (ArcCom June 5, 2007)



1882 Stoner "Bird's Eye View of the City of Santa Fe, NM" indicates open space with sparse structures in the area of 718 OSFT (Courtesy City of Santa Fe Planning).



1846 Emory-Gilmer map indicates open space agricultural use in the area of 718 Old Santa Fe Trail (Courtesy City Planning).

1766 Joseph Urrutia *Plano de la villa de Santa Fee.*

NEW MEXICO HISTORIC BUILDING INVENTORY - SANTA FE RESURVEY 1996

IDENTIFICATION

ADDRESS: 718 Old Santa Fe Trail

OLD ID NUMBER: 051600223

BUILDING NAME:

UTM REFERENCE EASTING NORTHING

ZONE 12 13

LEGAL DESCRIPTION:

SANTA FE ID NUMBER: H 27950

TNSP 17 (N) S RANGE 9 (E) W SEC 25 NE 1/4 SW 1/4

FIELD MAP Santa Fe
Historic Status Map 1996

DATE OF CONSTRUCTION:
portion by
____ ESTIMATE 1912 ACTUAL
SOURCE(S) King's Map

BUILDING DATA

ARCHITECTURAL STYLE:
Territorial, Terr. Rev., Ver.

USE:

HISTORIC: (residential)

OTHER ____

PRESENT: (residential)

OTHER ____

SURROUNDINGS:
residential/commercial

RELATIONSHIP TO HISTORIC SURROUNDINGS:

X SIMILAR ____ NOT SIMILAR

ASSOCIATED BUILDINGS ON SITE:

X YES ____ NO

WHAT TYPE? apartments

IF INVENTORIED, LIST ID NUMBER(S)

H 27981

DEGREE OF REMODELING:

X MINOR ____ MODERATE

____ MAJOR aluminum screen doors,

EXPLAIN: some new stucco

OVERALL CONDITION:

____ EXCELLENT X GOOD

____ FAIR ____ DETERIORATED

BUILDING THREATENED?

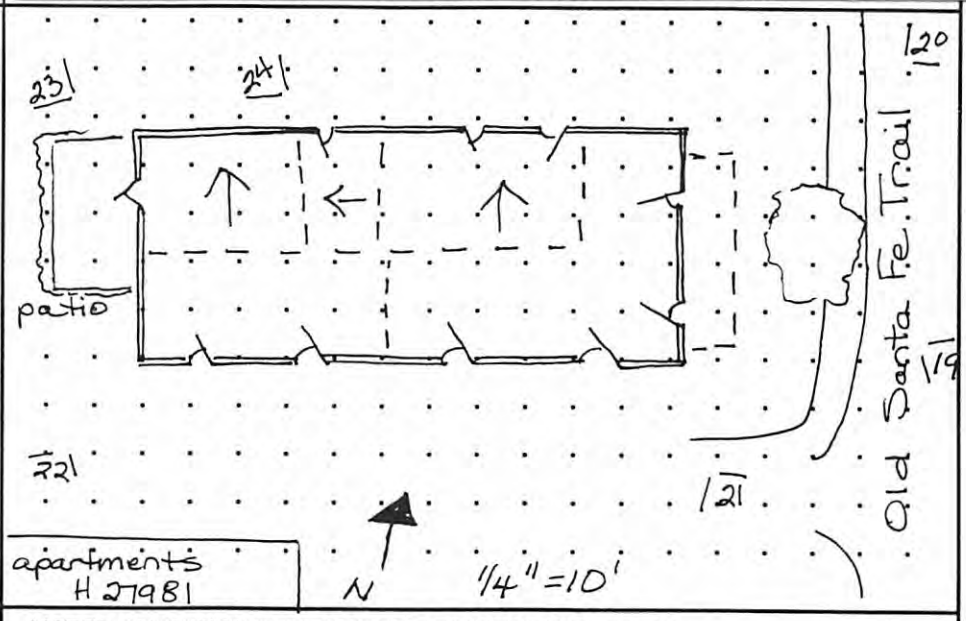
____ YES X NO

PHOTO



#19 east elevation

SITE PLAN



SIGNIFICANCE

LISTED ON NATIONAL REGISTER OF HISTORIC PLACES?

X YES ____ NO ____ ELIGIBLE

X CONTRIBUTING ____ NON-CONTRIBUTING

LISTED ON STATE REGISTER OF CULTURAL PROPERTIES?

X YES ____ NO ____ ELIGIBLE

LOCAL DESIGNATION: Downtown-Eastside HISTORIC DISTRICT

X SIGNIFICANT ____ CONTRIBUTING ____ NON-CONTRIBUTING

LOCAL LANDMARK ____ YES X NO

SURVEYED 5/96 BY DB

NEGATIVES WITH NMHPD ROLL # DB1 NEG # 19 TO 24

ARCHITECTURAL FEATURES: STYLE, MATERIALS, AND CONDITION

ROOFS & DRAINS	flat on E & S; shed on N - brick coping on E. section; metal coping on W end
BUILDING WALLS	tan stucco/adobe; W end has new scratch coat
FOUNDATIONS	stone rubble, concrete — APPROX. HEIGHT (FT.) 12
DOORS	E - 2 french; S - french w/ 5 large horiz. lights; wood with large oval light, carved; wood panel with large upper light; wood french; N - wd panel w/ large light, rustic shed door
WINDOWS	1/1 wood DHWs with heavy wood sills and wood frames; 6/6 wood DHWs; N - small 6 light casement; west end has 2/2 wood DHWs and trio of 6 light wood casement
PORCHES OR PORTALES	E - full facade shed porch with hewn wood beams over heavy stucco piers with stucco banister W - concrete patio w/ bamboo screen/fence
ARCHITECTURAL DETAILS	irregular door & window heights, sizes - S and E appear older w/ N rooms later - family says they were added 1930s. Porch has bungalow characteristics.
FENCES/WALLS	E - concrete ret. wall with wire fence over; concrete/stone ret. wall at driveway; coyote fence
SITE FEATURES	set high above street

OTHER/ COMMENTS Owner (Paula Jones) says her grandfather, Benigno Muniz, purchased property in 1890s and that part of house existed then. Her brother believes earliest rooms were center south, with end rooms added by Muniz and north rooms later(1930s).

ADDITIONAL PHOTOGRAPHS



#21 south elevation



#22 west end

IDENTIFICATION

ADDRESS

718 Old Santa Fe Trail

ID NUMBER: 0516 00 223

SANTA FE ID NUMBER: H 27980

SURVEYED/RESEARCHED
DATE 5/96 BY DB



#23 north elevation, W end



#24 north elevation, E end



20 northeast (left)

(continuation sheet for additional field notes, interview notes, historical documentation/notes, map/plat information)

FAX

June 8, 2007

Mr. David Rasch, Head Planner
Historic Preservation Section
Planning Department
Santa Fe, NM 87501

RE: HCPI update on 718 Old Santa Fe Trail

David, More soon. T

27 pages Follow This Cover Sheet



ArcCom
Thomas McIntosh, RPA
Historic Preservation Consultant
Post Office Box 89
Santa Fe, NM 87504
505-982-2341, jeraii@aol.com

June 8, 2007

Mr. David Rasch, Head Planner
Historic Preservation Section
Planning Department
Santa Fe, NM 87501

RE: HCPI update on 718 Old Santa Fe Trail

Dear Mr. Rasch,

Attached is the HCPI update for the above referenced building. Aerial photographs indicate that the building remained unchanged between 1912 and 1935. Major additions to the "l-shaped" planview represented on the King 1912 map and the 1935 US SCS aerial photograph occurred between 1935 and 1948, as indicated on the 1948 USGS aerial photograph. The building appears unchanged since the HCPI survey of 1996.

I do not believe that 718 Old Santa Fe Trail is contributing to the Historic district, or significant and potentially eligible for listing on the NRHP because of diminished architectural integrity caused by multiple (contributing and non-contributing) additions and alterations. Please contact me if you have any questions. Thank you.

Sincerely,

Tom

Thomas I. McIntosh, MA
Registered Professional Archaeologist (RPA)

Contents

1.	HCPI Form 1	1
2.	HCPI Form 2	4
3.	HCPI Continuation	8
4.	Historic Map and Aerial Photograph Sequence 2005-1766	11
	7.5-minute topograph indicating location of Subject Property (National Geographic TOPO 1:24,000)	12
	2007 aerial photograph (Google Earth 1:240)	13
	1958 aerial photograph (NM DOT 1:700)	14
	1948 aerial photograph (USGS 1:43200)	15
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	1846 Emory and Gilmer Map	19
	1776 Urrutia "Plano de la villa de Santa Fee"	20
5.	Previous HCPI Surveys (1996, 1984)	21

ArcCom
June 8, 2007

Historic Cultural Properties Inventory (HCPI) Base Form (FORM 1)

Historic Preservation Division, New Mexico Department of Cultural Affairs

For HPD Office use only:
HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D

1. Name of property:	2. Location:	3. Local Reference Number:
None	718 Old Santa Fe Trail Santa Fe, NM 87501	H27950 (051600[223], H2798)
		4. County Santa Fe County, NM.

5. Property Type:
X_ Building __ Structure
__ Site __ Object

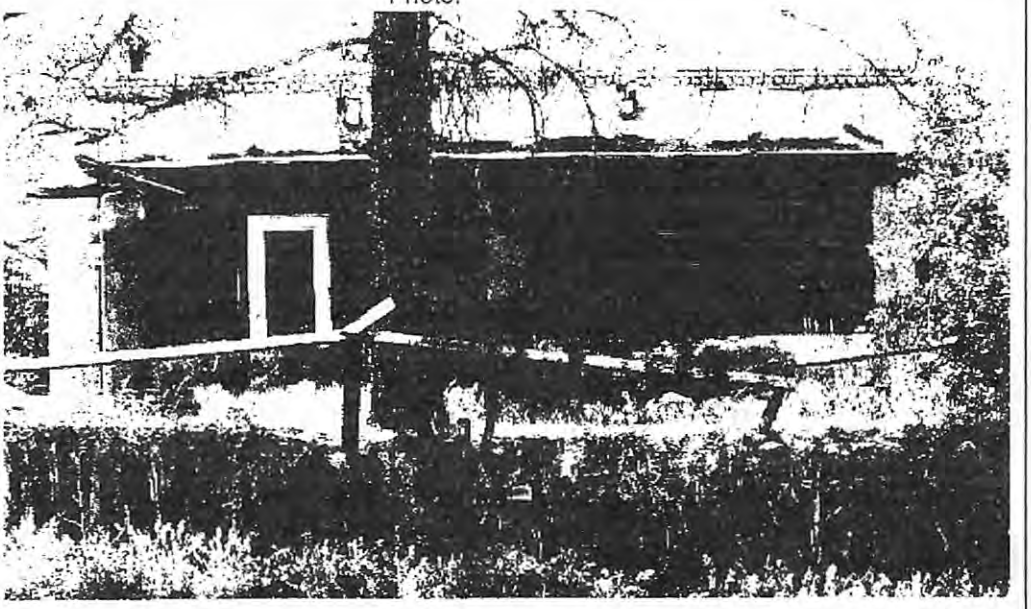
6. Date of Survey:
June 5, 2007

7. Previous Survey Date(s):
July, 1982
May, 1996

8. Name of Project:
City of Santa Fe
Account 12085.510300

9. UTM NAD 27
Zone: 13S
Easting: 415237m E
Northing: 3948310m N

Photo:



1. **View West of 718 OSFT, East (front) elevation (ArcCom June 5, 2007).**

10. Photo Information
Digital 06-02-2007

CD Submitted to City Planning by
ArcCom PO Box 89 Santa Fe, NM 87504.

11. Brief Description of the Property: 718 Old Santa Fe Trail (OSFT) is a approximately 5,170 square feet as it stands today, and includes three porch additions (E, W, and N), at least four room additions (E, W, N), and associated roof and wall alterations. The oldest part of the building reportedly dates to the 1890s, as recorded by personal communication on a 1996 HCPI of this property. The earliest portion of the building (approximately 600 square feet on the South elevation of the present building) represents Spanish-Pueblo style, the East elevation (approximately 800 square feet), believed to have been added in the 1930s (NM HCPI 1996), represents Territorial style, and three porch additions are vernacular in style. The building is utilized as multiple residences. A separate two-room adobe located approximately 40 feet south (718.5 OSFT: H27981) is associated with 718 OSFT by shared driveway, and is not considered on this survey.

12. Who uses the property? Resident Owner and Tenants.

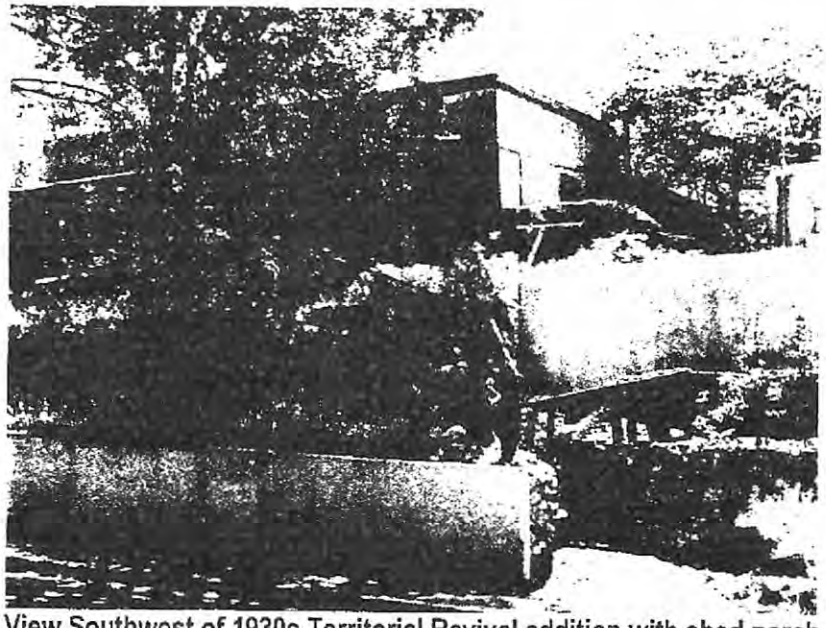
13. Construction Date:
Date: 1890s Known X Estimated Source: Paula Jones, former owner as reported on 1996
NM HCPI of this property
1912 X Known Estimated Source: King Official Map if the City of Santa Fe, NM

14. Setting: __ Suburban __ Rural __ Village X Urban If Urban: Commercial __ Industrial X Residential __ Public

15. Relationship to Surroundings: X Similar Dissimilar

Comments:

16. Additional Perspective: (Photos, drawing, footprint, etc., indicate north arrow when possible)



2. View Southwest of 1930s Territorial Revival addition with shed porch and pair of French doors (ArcCom June 5, 2007)

17. Surveyor:

ArcCom Historic Preservation Consultant
Thomas I. McIntosh, MA, RPA
PO Box 89
Santa Fe, NM 87504
505-982-2341

18. Owner (if known) and other knowledgeable people:

Owner: Zamora, Adelina c/o Julian Garcia 718 OSFT #5
Santa Fe, NM 87501

Former Owner: Paula Jones, grandaughter of Benigno Muniz, owner from circa 1890 - 1944.

19. Is Property Endangered? __ Unknown X No Yes How?

20. Significance to Current Community: __ Unknown __ None X Low __ Moderate __ High

Describe: Building has low integrity because of multiple (contributing and non-contributing) alterations and additions.

21. Other Significance or Information of Interest:
Legal Description: LOT 20 BLK 109 BUENA VISTA S/D
DEED BOOK and PAGE: 311/398
MAP CODE: 1-054-098-292-350.

City Directories (Hudspeth): 1947 Hutchinson, DL, Chavez, Higinio, Garcia, Frank, Rivera JE, Fine, Eug.
1944 Muniz, Benigno (his granddaughter, Paula Jones, reports that he purchased the property in the 1890s with an existing building.
1934-1935 Muniz, Benigno

22. National or State Register:
Is this property individually listed on a historic register? __ Unknown X No __Yes
If yes: __ State __ National

If 'no' or unknown, do you think this property is eligible for listing? X No Yes
The building lacks integrity of architectural style as a result of multiple additions and alterations.

23. National or State Historic District:
Is this property in a historic district? __ Unknown __ No X Yes
If yes: __ Contributing X Non-contributing __ Unknown
If 'yes', what is the name of the district? Santa Fe Downtown and Eastside Historic District

24. Supplemental Forms:
__ None X HCPI Detail Form (FORM 2) X Continuation Sheets, # pages:

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2*
HCPI No._____ District No._____ __NRHP __SRCP Criteria __A __B __C __D

1. Name of property:	2. Location:	3. Local Reference Number: H27950 (051600[223], H2798)
none	718 Old Santa Fe Trail Santa Fe, NM 87501	4. County Santa Fe County, NM.
		5. Date of Survey: June 5, 2007

ARCHITECTURAL AND CONSTRUCTION DETAILS:

6. Visible Construction Material:

X Adobe	X Brick	__ Composition	X Concrete: Block
__ Concrete: Cast Stone	__Concrete: Poured	__ Earth Plaster	__ Masonry: Simulated
__ Metal: Corrugated	__ Metal: Structural Siding	__ Metal: V-Crimp	__ Stone: Random Ashlar
Stone: __ Random Tabular	__ Stone:	__Stone:	__ Stone:
Coursed	River Rock	Rusticated	
X Stucco	__ Tile:	__ Vinyl	__ Wood: Board and Batten
	Clay	Siding	
Wood: X Horizontal Shingle Siding	__ Wood: Jacal	Wood: Log	__ Wood:
X Wood:		Other:	

7. Number of Stories: __ N/A
Number: X 1 11/2 __ 2
__ 21/2 Other:_____

8. Foundation: __ N/A
X Not visible __ None
__ At Grade __ Raised
Materials: __ Concrete __ Stone
Other: _____
Notes:

9. Roof: __ N/A
Shape: X Flat __ Gabled
__ Hipped __ Pyramidal
X Shed Other:
Pitch: __ None X Low
__ Medium __ Steep
Features: __ Eave X Parapet
Materials: X Asphalt __ Earth
__ Composition shingle __ Metal: Pressed
X Composition Roll __ Metal: Corrugated
__ Metal: Standing Seam __ Metal: V- Crimp
__ Tile: Terra Cotta __ Wood: Shingle
X Other: Built Up Gravel (BUG) and tar

10. Windows __ N/A

Operation Number	Material	Glazing	
d.h.w.	wood	1/1	3
d.h.w.	wood	2/2	3
d.h.w.	wood	6/6	1
casement	wood	6-lite	4

Notes:

11. Doors __ N/A

Type	Style	Material	Number
French		wood	2
Single leaf glaze panel		wood	7
Single leaf screen shed		wood	1

Notes:

12. Chimneys: 9 metal stacks

13. Porches 3

Type: East (front) shed porch X Partial-Width yes __ Full-Width
__ Wrap
North enclosed screen porch X Partial-Width yes __ Full-Width
__ Wrap
West patio X Partial-Width yes __ Full-Width
__ Wrap

14. Other Significant Features:

15. Modifications: __ No known modifications

#1. East Territorial Revival room addition Date: pre-1912 Known X Estimated Source: King map

#2. South: Spanish-Pueblo Revival room addition Date: pre-1912 Known X Estimated Source: King map

#3. North: Spanish-Pueblo Revival room addition, vernacular porch addition Date: 1935-1948 Known X Estimated Source: aerial photographs

#4. West: Vernacular Porch Date: unknown

#5. East: Vernacular porch Date: unknown

16. Primary Architectural Style __ Not Applicable

__ Art Deco/Streamline Moderne __ Gothic Revival __ Mission Revival __ Pueblo X Spanish-Pueblo Revival
__ Bungalow/Craftsman __ International __ Neo-Classical __ Queen Anne Territorial
__ Colonial Revival __ Italianate __ Northern NM __ Ranch X Territorial Revival
__ Folk Victorian __ Mediterranean __ Prairie ___Spanish-Colonial __ Tudor Revival

Notes:. Other:

17. Documents Available and Their Locations

Sanborn maps (Frey Angelica Library)
City Directories (Frey Angelica Library)
Historic maps (City of Santa Fe Planning Department Historic Preservation Section)
Aerial Photographs (NM DOT; UNM Earth Data Analysis Center, Albuquerque)

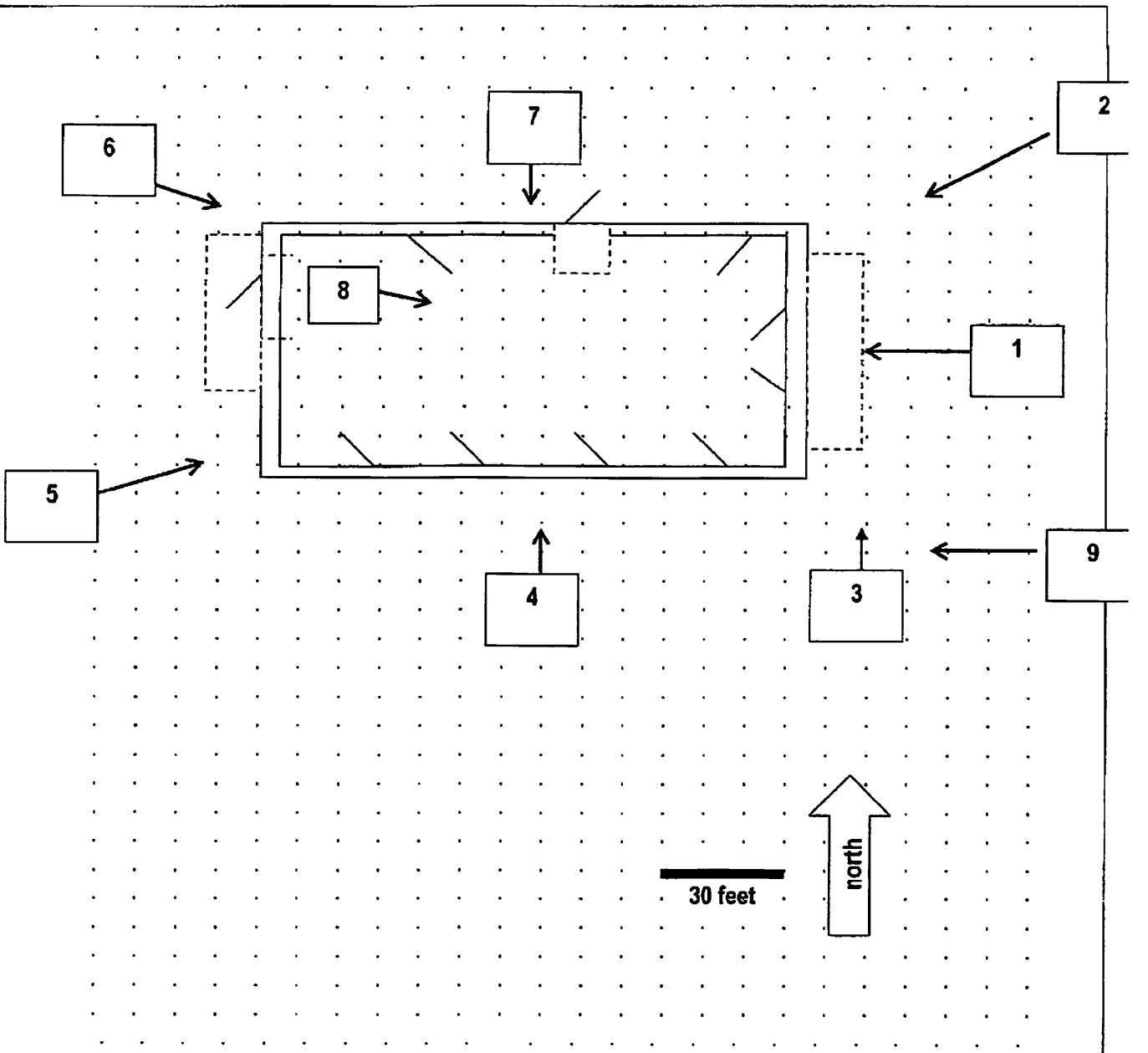
SITE:

18. Attached or Associated Properties:

a. Abutting 718 Old Santa Fe Trail on the North, the Harry Howard Dorman House (707 Old Santa Fe Trail) is a NM Registered Property (HPD 752), and is listed on the Historic Santa Fe Foundation Registry of resources worthy of preservation.

b. An associated two-room adobe on Lot 6 of the King 1912 map is historic, but not believed to be "Contributing" to the District. It is recorded on HCPI 27981.

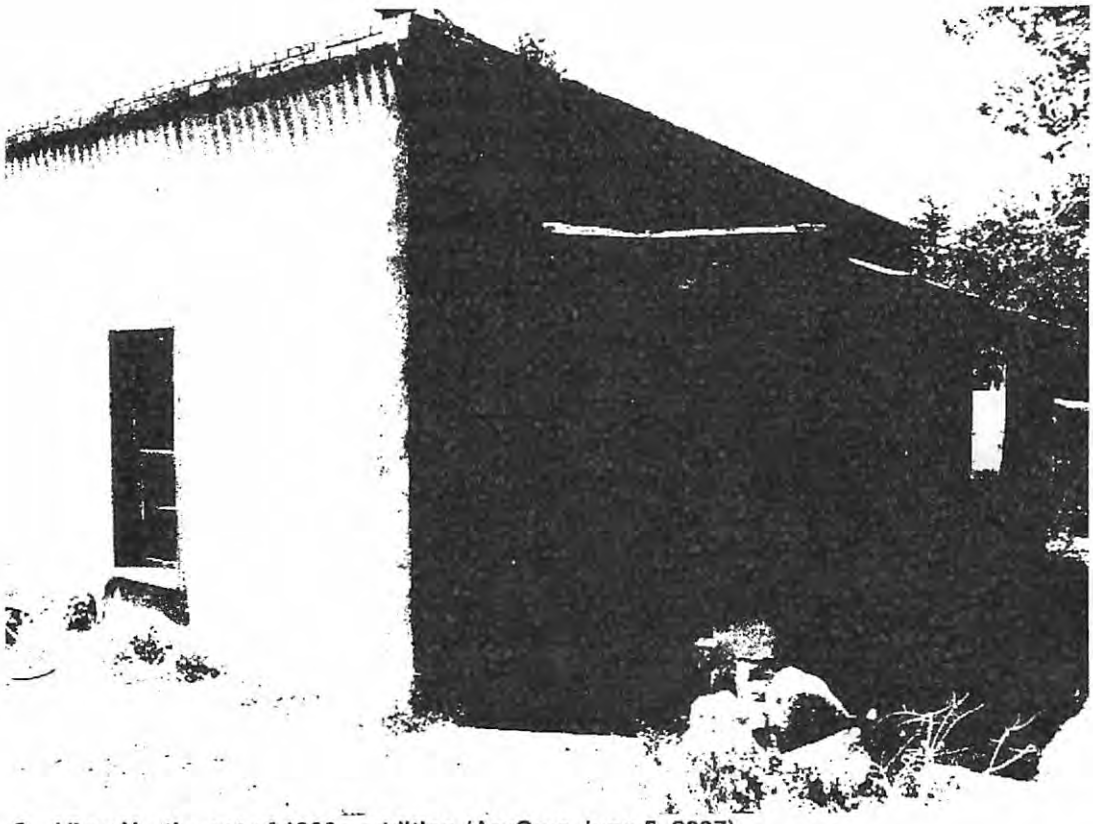
Are associated properties eligible for listing? a. YES b. NO



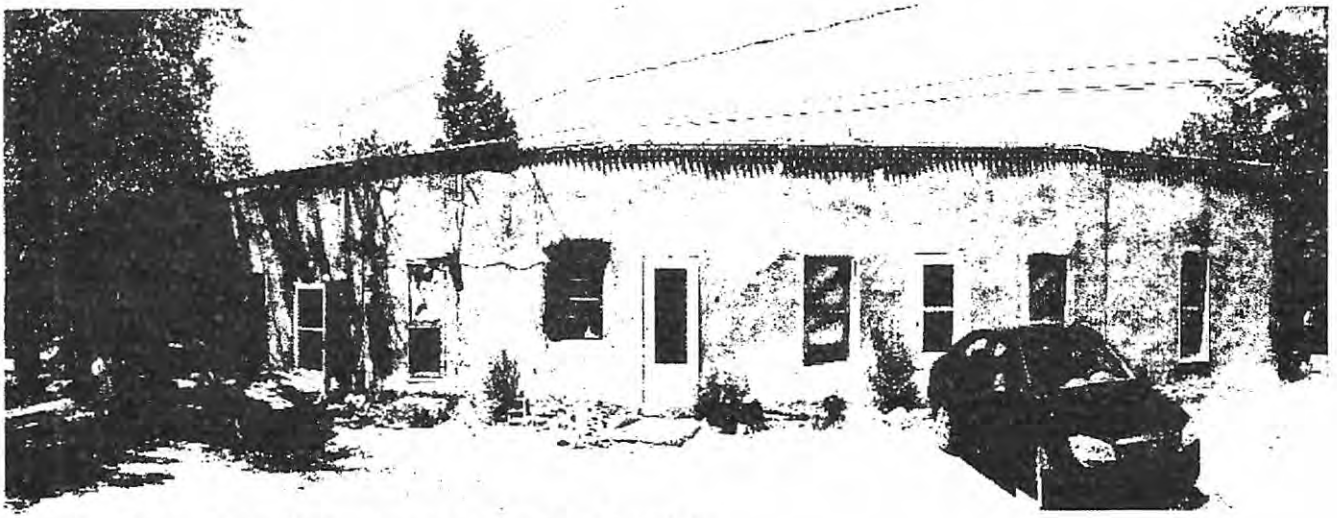
7

Historic Cultural Properties Inventory (HCPI) Continuation Sheet
Historic Preservation Division, New Mexico Department of Cultural Affairs

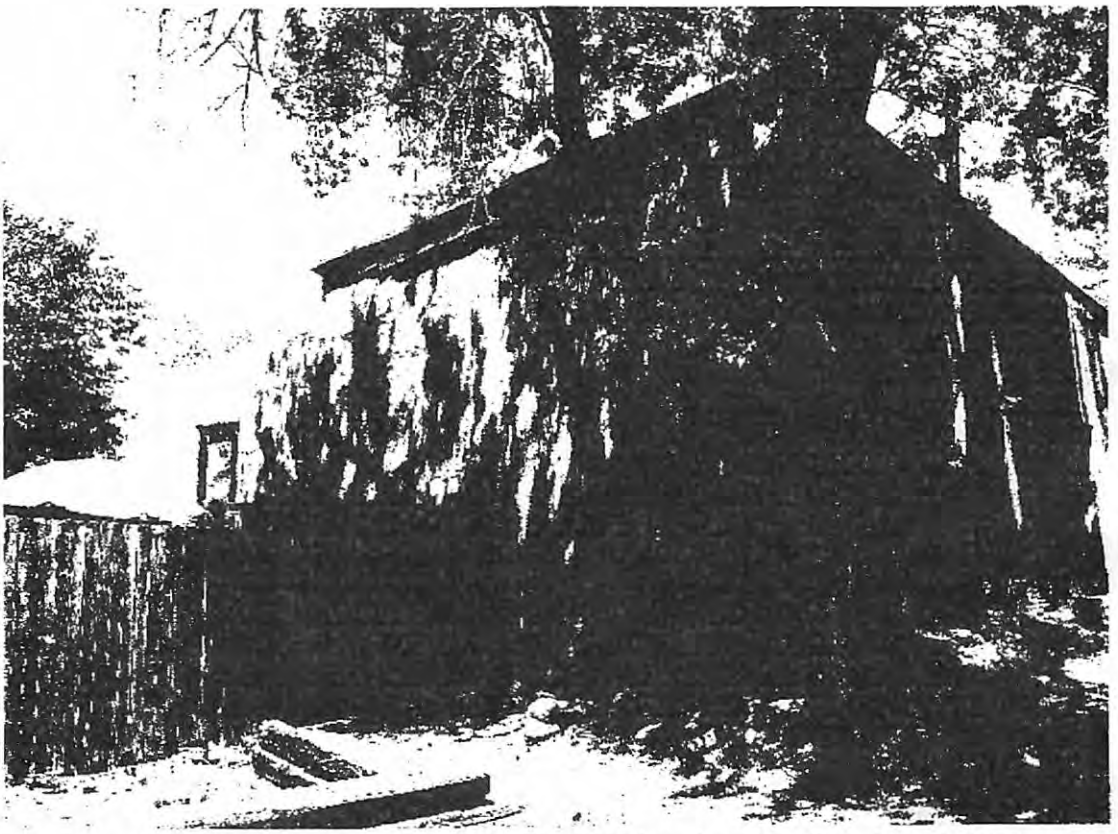
For HPD Office use only: HCPI No._____ District No._____		
1. Name of property: (historic and/or current name for property) none	2. Location: 718 Old Santa Fe Trail Santa Fe, NM 87501	3. Local Reference Number: H27950 (051600[223], H2798)
		4. County Santa Fe County, NM
		5. Date of Survey June 5, 2007



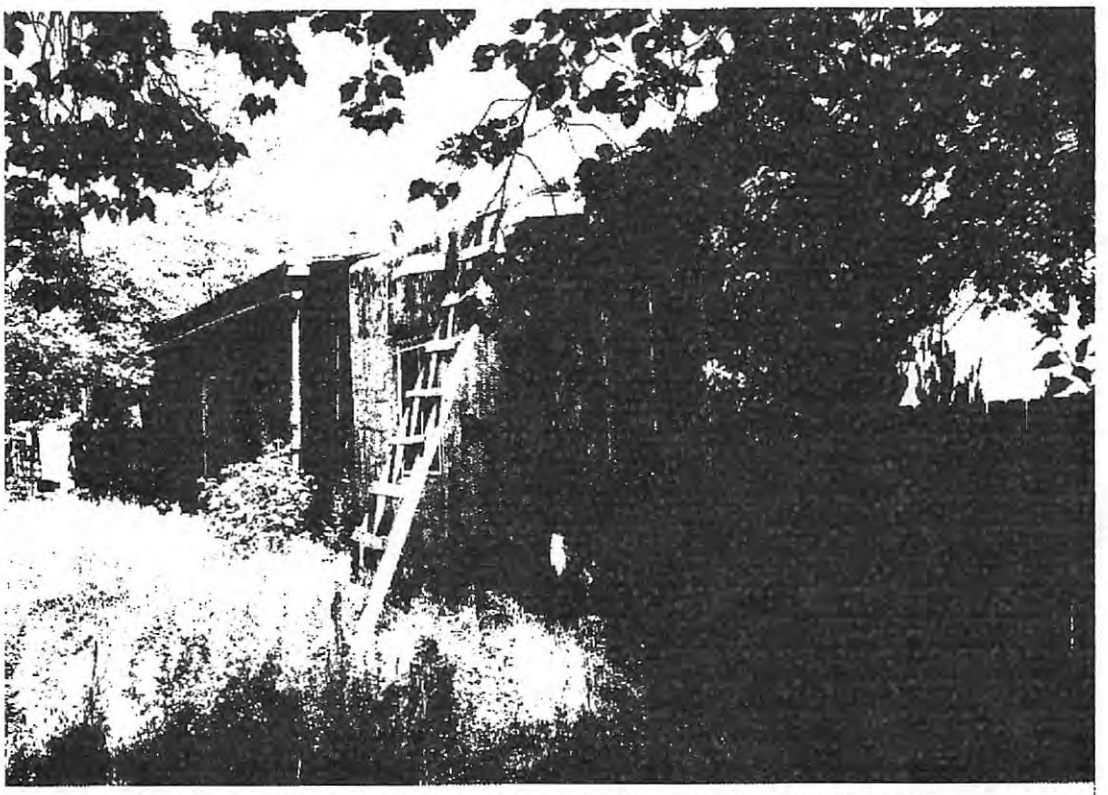
3. View Northwest of 1930s addition (ArcCom June 5, 2007).



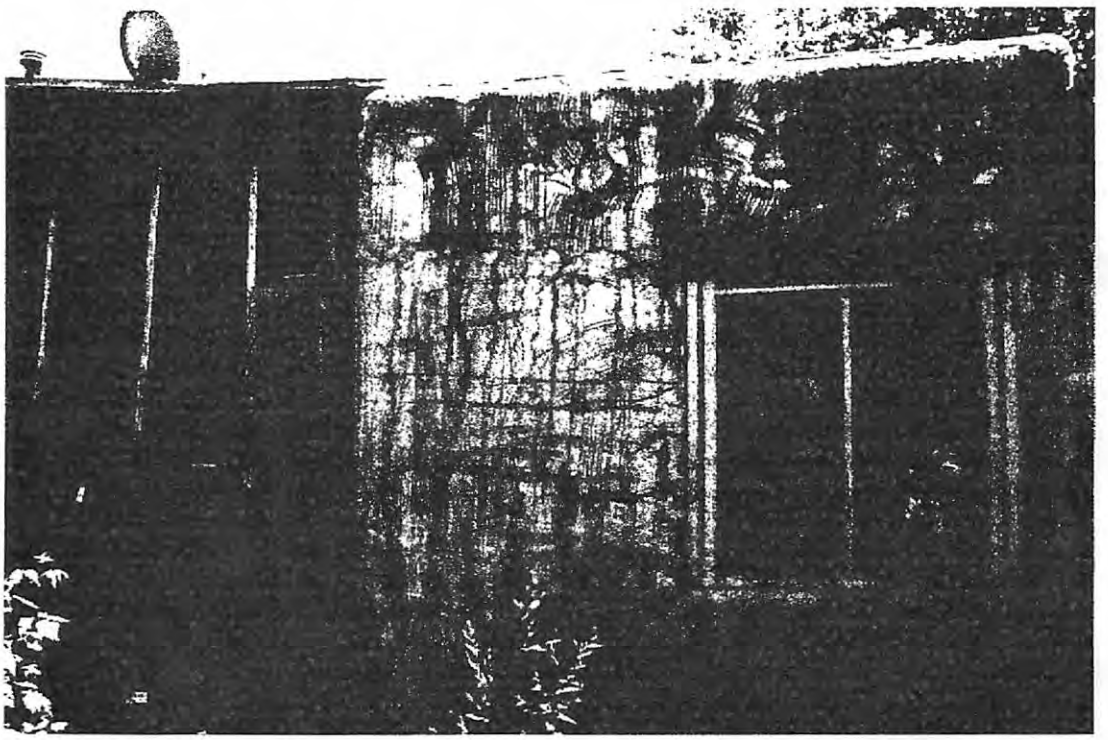
4. View North of South elevation (ArcCom June 5, 2007).



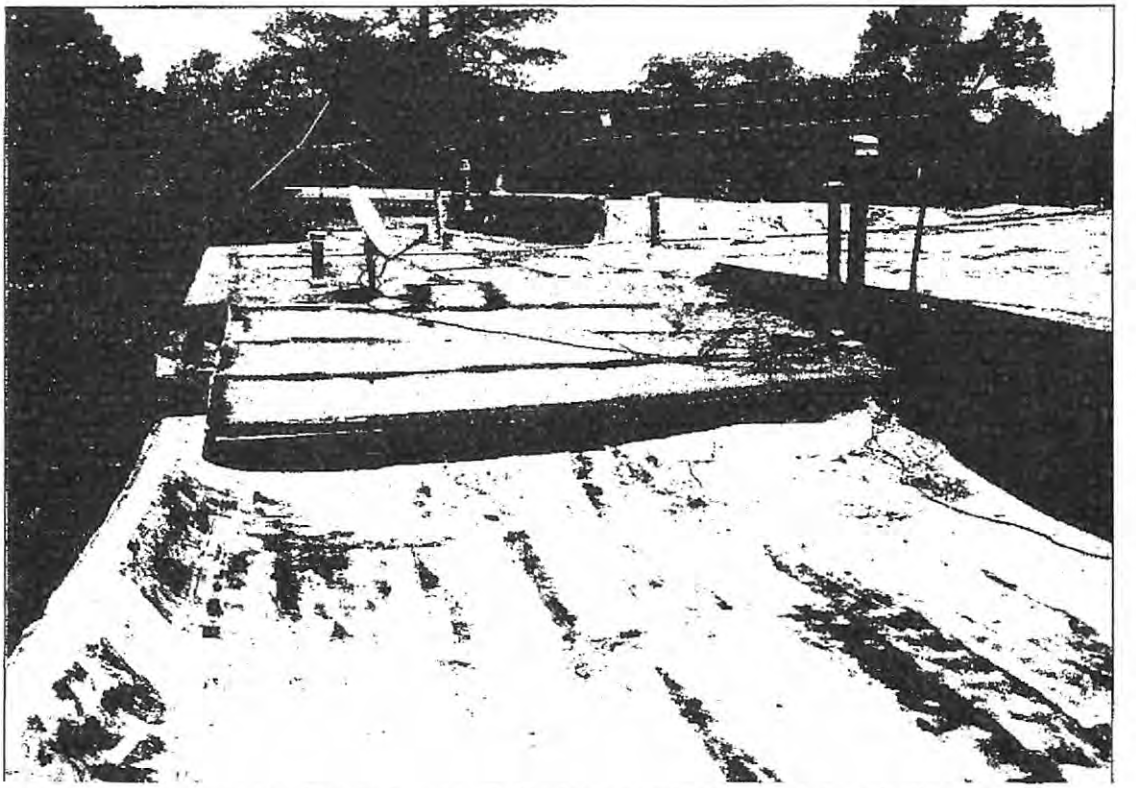
5. View Northeast of West (right) and South (left) elevations (ArcCom June 5, 2007).



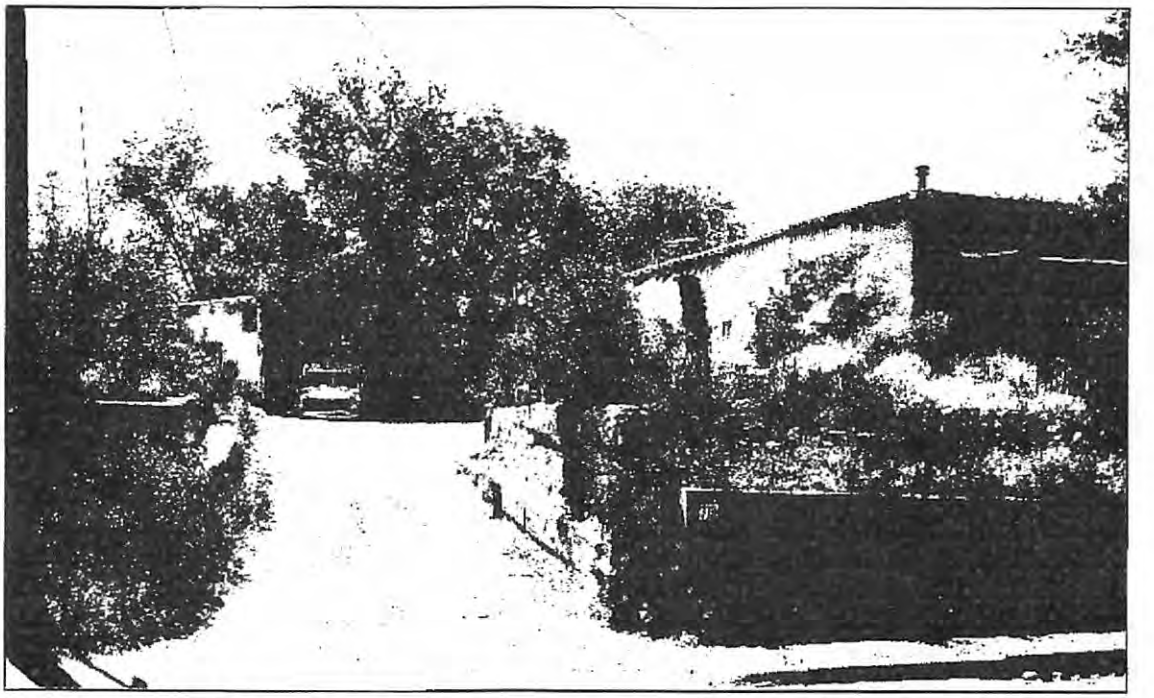
6. View Southeast of North elevation room additions (ArcCom June 5, 2007).



7. View South of North elevation room addition and vernacular porch (ArcCom June 5, 2007).



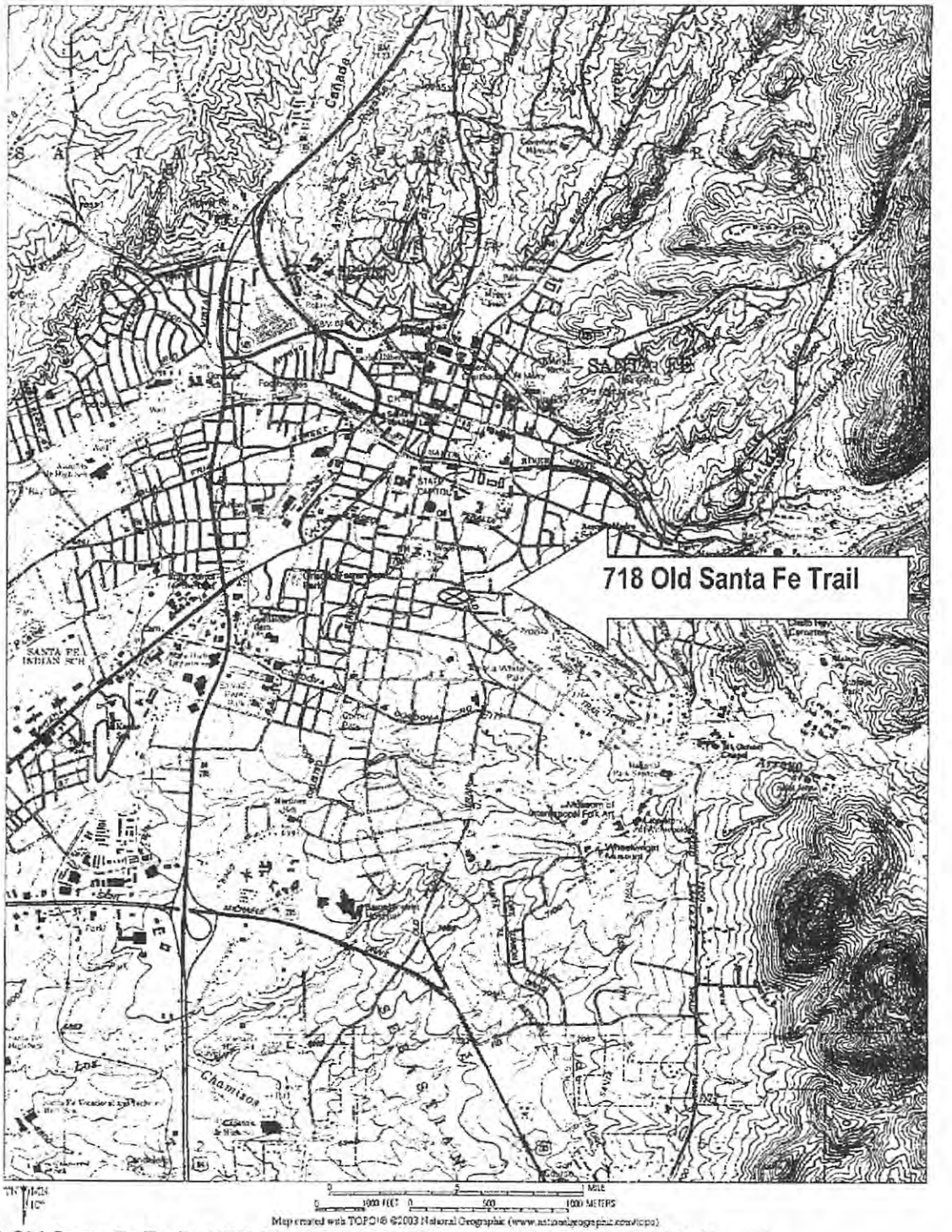
8. View East from Northwest corner. Raised parapet in distant right is believed to represent original (1890s) footprint (ArcCom June 5, 2007).



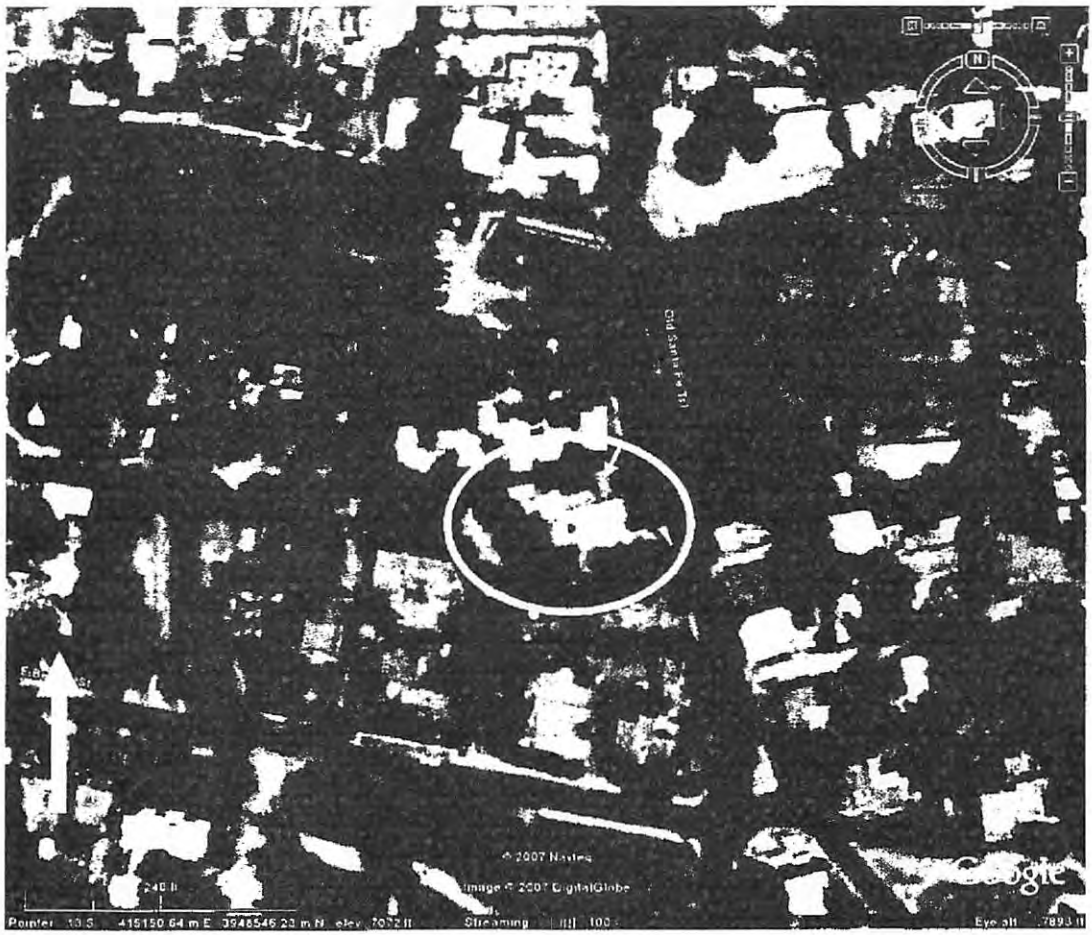
9. View West of entrance shows association between (718 OSFT: H 2 7950) (right), and two-room adobe (718.5 OSFT: H 27981) (left) (ArcCom June 5, 2007).

Historic Map and Aerial Photograph Sequence
2005-1766

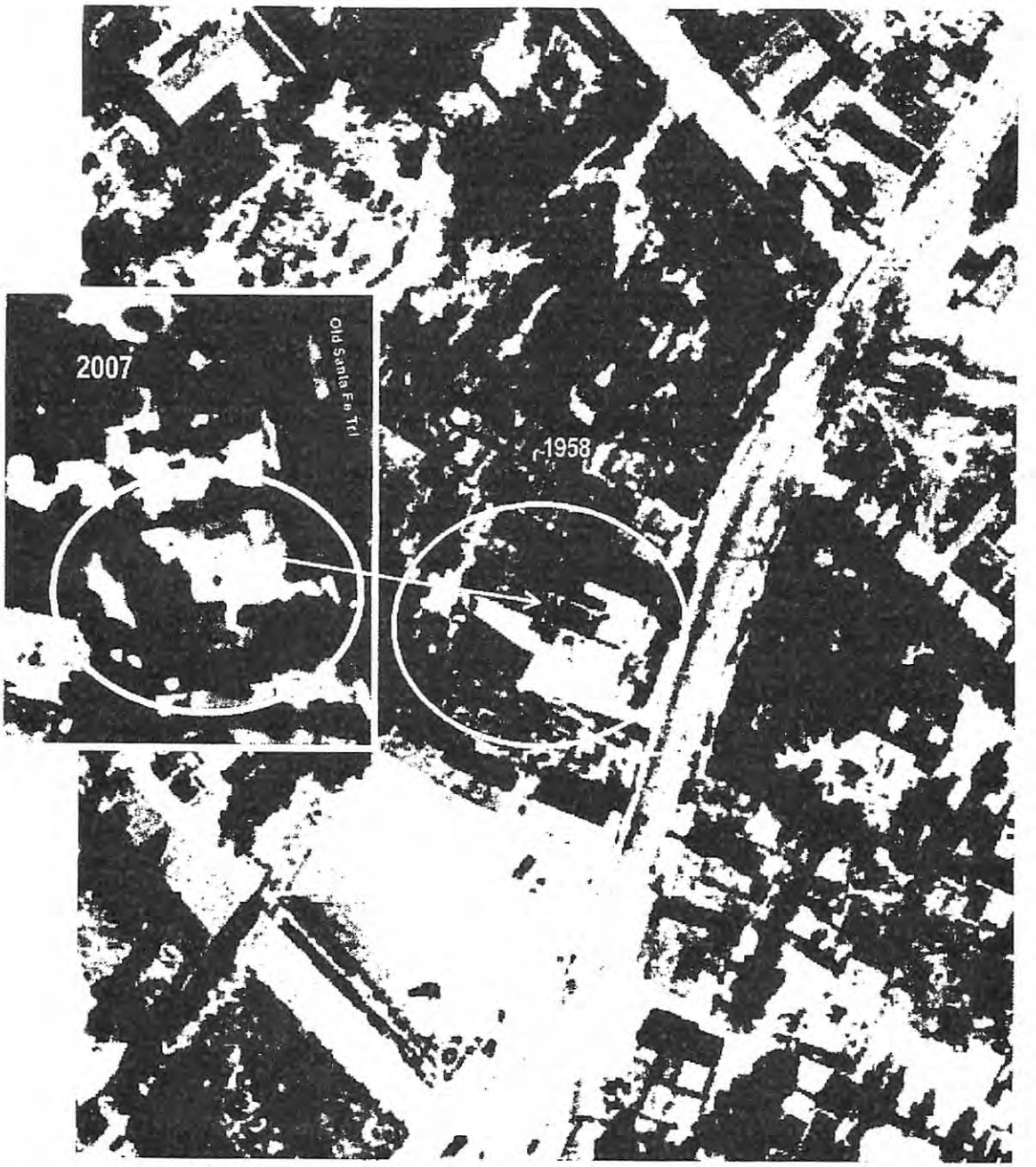
1.	7.5-minute topograph indicating location of Subject Property (National Geographic TOPO 1:24,000)	12
2.	2007 aerial photograph (Google Earth 1:240)	13
3.	1958 aerial photograph (NM DOT 1:700)	14
4.	1948 aerial photograph (USGS 1:43200)	15
5.	1935 aerial photograph (USSCS 1:31,680)	16
6.	1912 King Map	17
7.	1882 Stoner "Bird's Eye View of the City of Santa Fe, NM"	18
8.	1846 Emory and Gilmer Map	19
9.	1776 Urrutia "Plano de la villa de Santa Fee"	20



18 Old Santa Fe Trail: UTM (NAD 27) 13S, 415237m E, 3948310m N, 7,064' amsl



2007 location of 718 Old Santa Fe Trail in the Downtown and Eastside Historic District of Santa Fe, NM (Google Earth 2007).



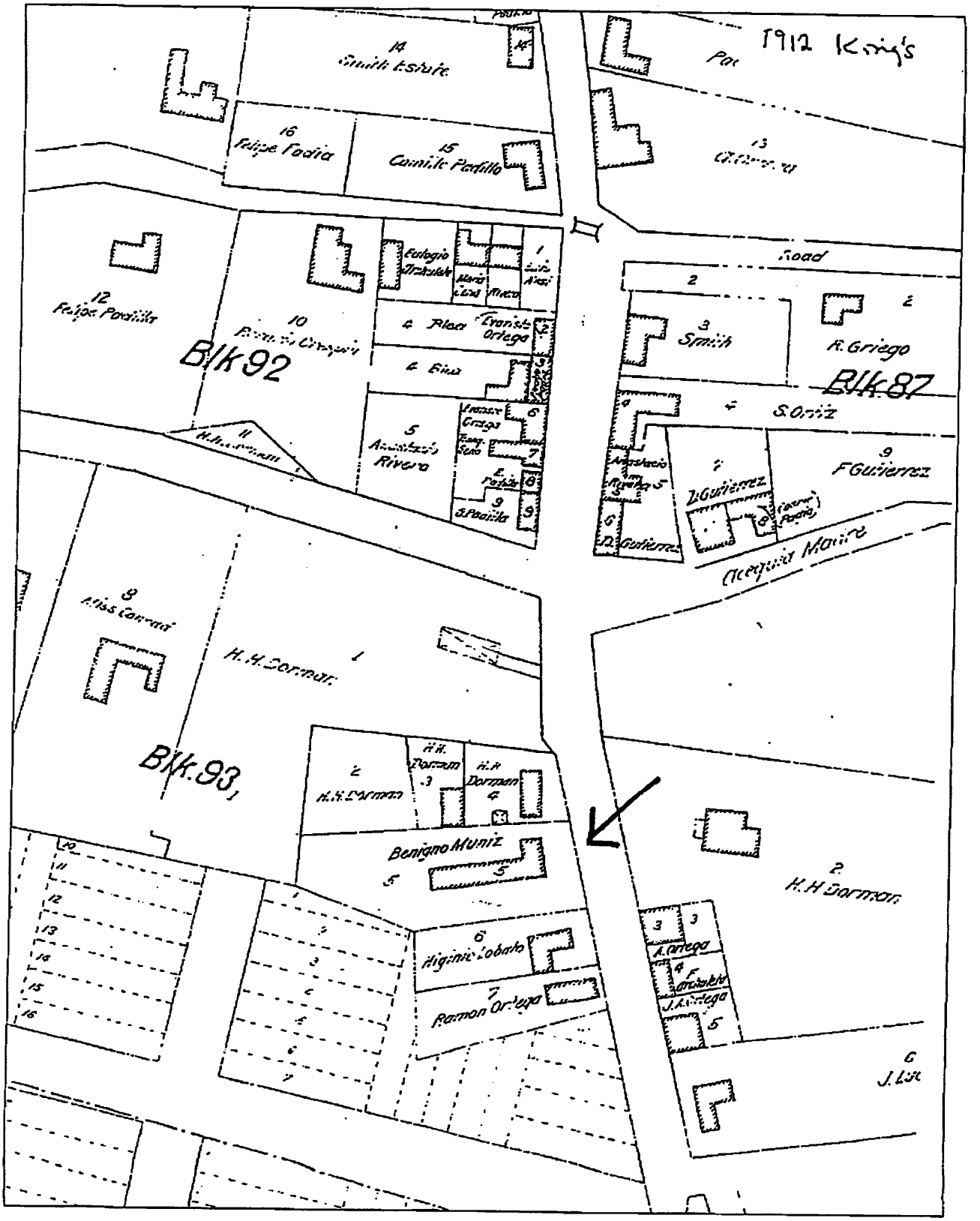
1958 NMDOT aerial photograph with 2007 Google image superimposed. Pointer indicates oldest part of building.



1948 footprint reveals North elevation room additions not seen on earlier maps or photographs.

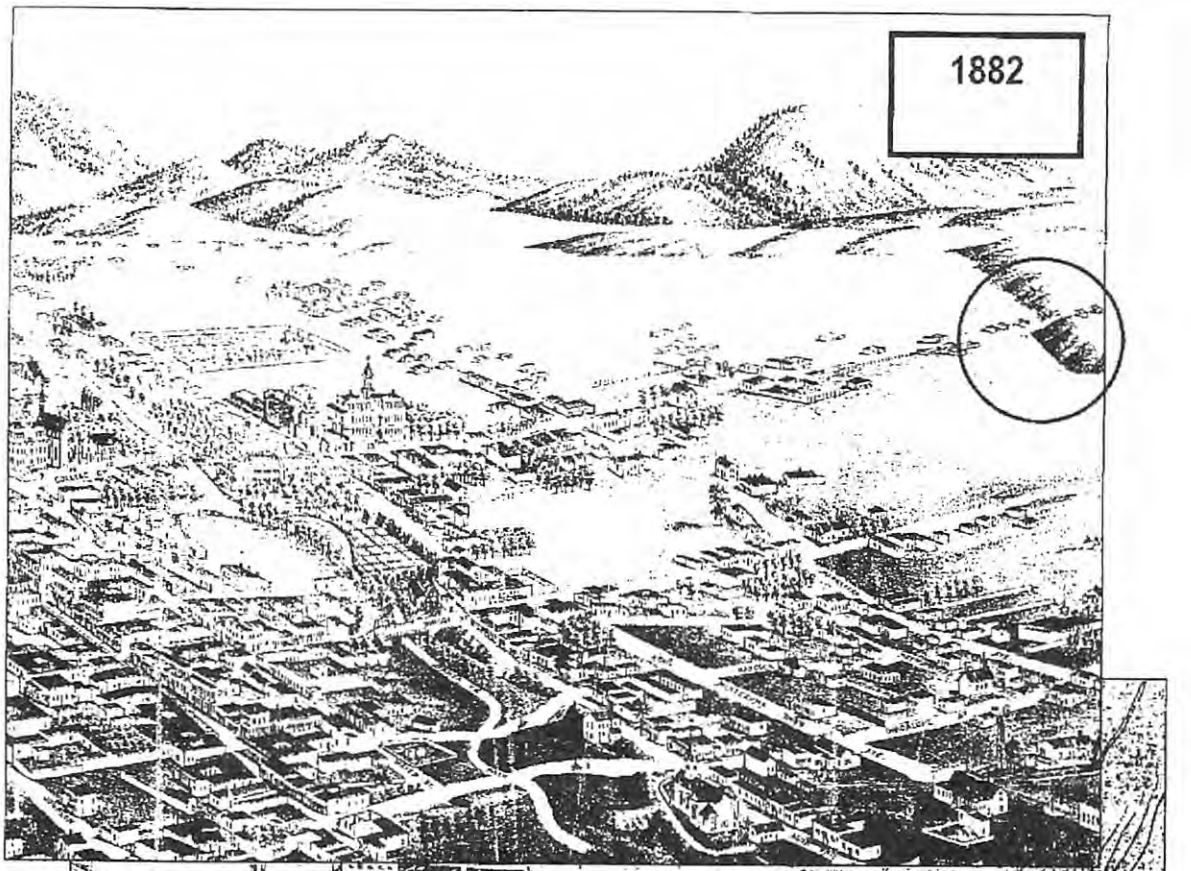


1935 footprint is unchanged from the King 1912 representation. The Southwest Spanish-Pueblo Revival

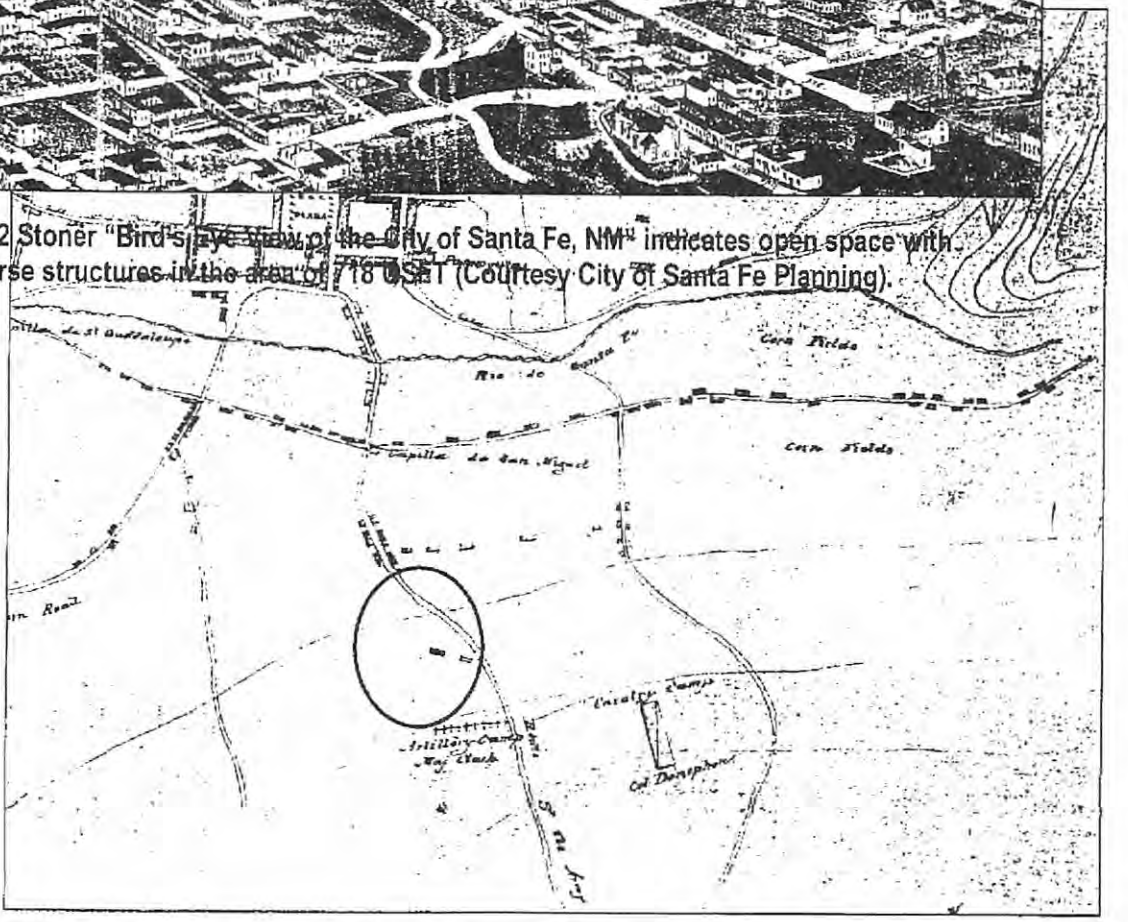


1912 King Map (ArcCom June 5, 2007)

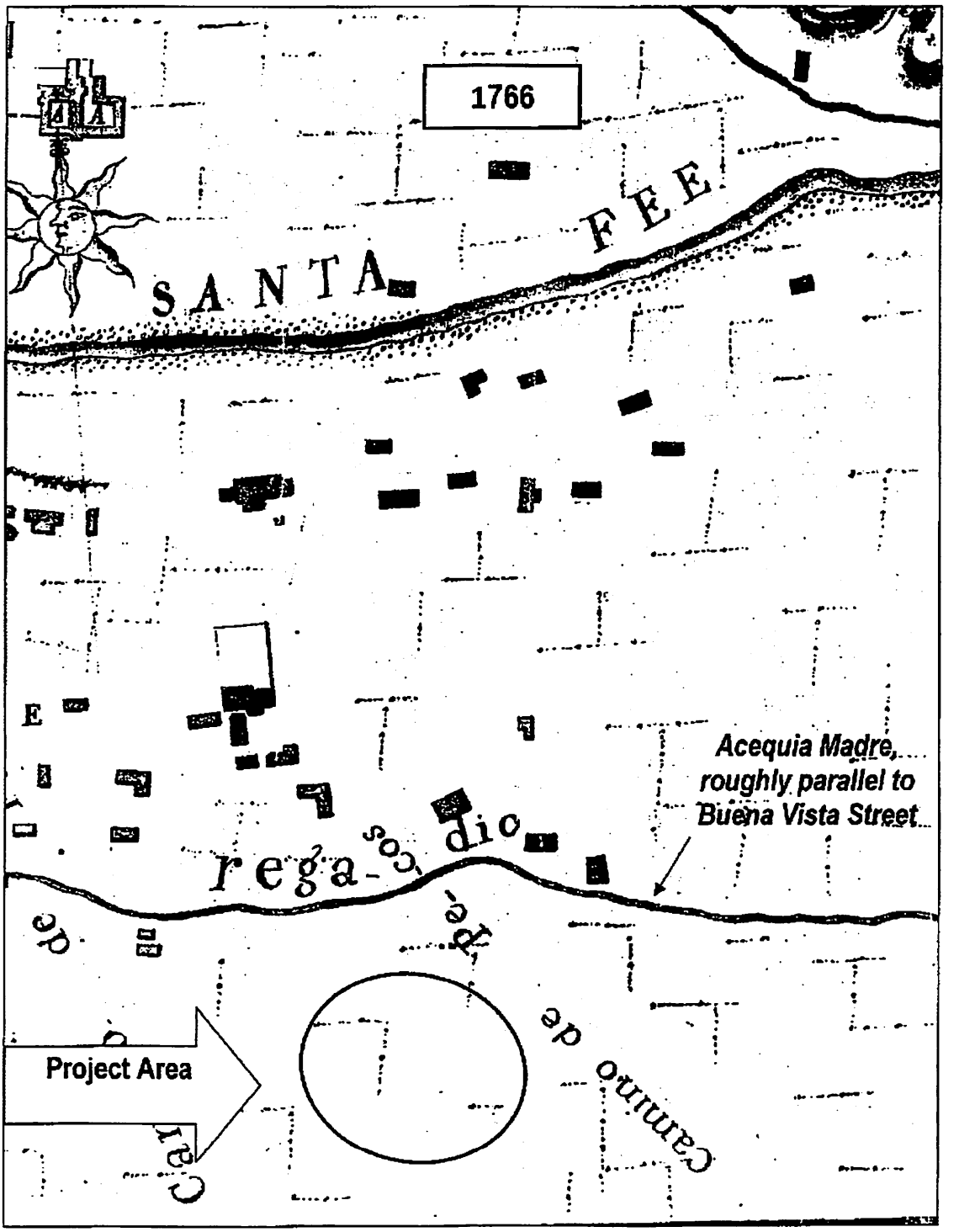
Page 902 of 1020



1882 Stoner "Bird's eye View of the City of Santa Fe, NM" indicates open space with sparse structures in the area of 718 Old Santa Fe Trail (Courtesy City of Santa Fe Planning).



1846 Emory-Gilmer map indicates open space agricultural use in the area of 718 Old Santa Fe Trail (Courtesy City Planning).



1766 Joseph Urrutia *Plano de la villa de Santa Fee.*

Historic Cultural Properties Inventory (HCPI) Base Form (FORM 1)

Historic Preservation Division, New Mexico Department of Cultural Affairs

Date of Form: February 1, 2024

For HPD Office use only:
HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D

1. Name of property:	2. Location:	3. Local Reference Number:
Benigno and Inés Muñiz Home/ Muñiz Property	718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	Santa Fe ID: H-27950 4. County: Santa Fe Parcel # 11814272, 10857088, 12183936

5. Property Type:
_x Buildings: 4
__ Structures:
__ Site __ Object

6. Date of Survey:
October 6, 2023

7. Previous Survey Date(s):
_x_Yes: August 1982; May 1996; June 5, 2007
_x No: Casita #1, Casita #2, Tool Shed

8. Name of Project:
HDRB Status Evaluation

9. Lat/Long:
35.6771419,-105.9376299 – Main House



10. Photo Information: John W. Murphey, photographer. Photo 1: View of Main House, south elevation. Ken and Emily Rivera in background.

11. Brief Description of the Property:

This property has five separate parcels, including one that divides the Main House into two pieces. All parcels have recently come into the ownership of the applicant, who is a direct descendant of the historical property owner. The evaluated resources include:

Main House - Benigno and Inés Muñiz Home (Parcels 11814272 and 10857088)
Casita # 1 - Domitila and José Rivera House (Parcel 12183936)
Casita #2 (Parcel 12183936)
Tool Shed (Parcel 11814272)

A fourth dwelling, the **Higinio Lobato House**, was acquired by the family in the 1930s and was demolished in the 1940s.

12. Who uses the property? Rentals; Not in Use

13. Construction Date:
Date: Main House, before 1912, with additions made in the 1930s; Casita #1, c.1930s, aerial photographs and deeds; Casita #2, c.1930s, aerial photographs; Tool Shed, unknown; recent, per family memory.
__Known _x_ Estimated Source: aerial photographs

14. Setting:
_x_ Suburban __ Rural __ Village __ Urban If Urban: __ Commercial __ Industrial _x_ Residential __Public

15. Relationship to Surroundings: _x_ Similar __ Dissimilar
Comments: N/A

16. Additional Perspective: (Photos, drawing, footprint, etc., indicate north arrow when possible)

See Field 19

17. Surveyor:
(your name, address, telephone number, and any group affiliation)

John W. Murphey
Architectural Historian
Architectural History Services
505-577-7593/707-583-7819
John@archhistoryservices.com

For: Current owner, Emilly C. Rivera

18. Owner (if known) and other knowledgeable people:

Current owner, Emilly C. Rivera

19. Is Property Endangered? __ Unknown __ No _x_ Yes How? Casita #1 is poor/hazardous condition

20. Significance to Current Community: _x_ Unknown __ None __ Low __ Moderate __ High
Describe: Unknown

21. Other Significance or Information of Interest: (such as historical, legendary, structural, former ownership, etc.)
See Historical Overview.

22. National or State Register:

Is this property individually listed on a historic register? __ Unknown _x_ No __Yes
If yes: __ State __ National
If **'no' or unknown, do you th**ink this property is eligible for listing? _x_ No __Yes
Why? See Evaluation of Historical Status

23. National or State Historic District: City of Santa Fe

Is this property in a historic district? __ Unknown __ No _x_ Yes
If yes: _x_ Significant: Main House and Casita #2 __ Contributing __ Non-contributing _x_ No Status: Casita #1 and Tool Shed
Per City of Santa Fe official designation map

If 'yes', what is the name of the district? __ State __ National _x_ City of Santa Fe:
Downtown and Eastside Historic District

24. Supplemental Forms:

__ None _x_ HCPI Detail Form (FORM 2) __ Continuation Sheets, # pages: _____

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2*
HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D

1. Name of property:	2. Location:	3. Local Reference Number: Santa Fe ID: H-27950
Benigno and Inés Muñiz Home/ Muñiz Property	718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	4. County: Santa Fe
		5. Date of Survey: October 6, 2023

ARCHITECTURAL AND CONSTRUCTION DETAILS:

6. Visible Construction Material: Composite of all Buildings

_x_Adobe __ Brick __ Composition __ Concrete: Block

__ Concrete: Cast Stone __Concrete: Poured __ Earth Plaster __ Masonry: Simulated

__ Metal: Corrugated __ Metal: Structural Siding __ Metal: V-Crimp __ Stone: Random Ashlar

Stone:
__ Random Coursed __Stone: River Rock __Stone: Rusticated __ Stone: Tabular

_x_Stucco: __ Tile: Clay __ Vinyl Siding __ Wood: Board and Batten

Wood:
__ Horizontal Siding __ Wood: Jacal __ Wood: Log __ Wood: Shingle

__ Wood: Tongue and Groove __ Other:

7. Number of Stories: __ N/A
Number: _x_1 __11/2 __ 2
__ 21/2 Other:_____

8. Foundation: __ N/A
_x_ Not visible __ None
_x At Grade _ Raised:
Materials: _x_ Concrete: __Stone
Other:
Notes

9. Roof: __ N/A

Shape: _x_Flat __Gabled
__ Hipped __ Pyramidal
__ Shed Other:
Pitch: __ None __ Low
__ Medium __ Steep
Features: __ Eave:
__ Parapets
Materials: _x_Asphalt
__ Earth
__ Composition shingle __ Metal: Pressed
_x_Composition Roll __ Metal: Corrugated
__ Metal: Standing Seam __ Metal: V- Crimp: Red Panel
__ Tile: Terra Cotta __ Wood: Shingle
Other:

10. Window Types

Main House

Operation	Material	Glazing	Number
Single-Hung	Wood	1/1	3
Single-Hung	Wood	2/2	2
Single-Hung	Wood	6/6	1
Casement	Wood	6, single or grouped	9
Casement	Wood	8, single or grouped	2

Casita #1

Operation	Material	Glazing	Number
Casement	Wood	3, single or grouped	2
Casement	Wood	4, paired	2
Casement	Wood	6, single or grouped	5
Hopper	Wood	3	1

Casita #2

Operation	Material	Glazing	Number
Casement	Wood	3, single or grouped	2
Casement	Wood	6, single or grouped	5
Awning	Wood	3	1

Tools Shed

Operation	Material	Glazing	Number
Casement	Wood	6	1
? – Grilled	Wood	?	1

11. Door Types

Main House

Type	Style	Material	Number
Single-Leaf	15-light	Wood	4
Single-Leaf	5-Panel	Wood	1
Single-Leaf	½-Light/ Panel	Wood	4
Single-Leaf	15-light	Wood	4
Single-Leaf	Frame & Plywood	Wood	1

Casita # 1

Type	Style	Material	Number
Single-Leaf	4-light/ Panel	Wood	1
Single-Leaf	5-Panel	Wood	1
Single-Leaf	15-light	Wood	2

Casita #2

Type	Style	Material	Number
Single-Leaf	4-light/ Panel	Wood	1
Single-Leaf	?	Wood	1

Tool Shed

Type	Style	Material	Number
Single-Leaf	Plank	Wood	2

12. Chimneys _x_ N/A

13. Porches __ N/A
Type: __ Entry __Partial-Width x Full-Width – Main House
__ Wrap

14. Other Significant Features N/A

15. Modifications: x __ No known modifications

#1 Date: Main House; c.1930s-40s; multiple additions to north elevation; family and aerial photographs.
2 Date: Main House; unknown; replacement of various windows and doors and portal; visual and material evidence; Casita #1; unknown; replacement of two doors; visual and material evidence.

HCPI Detail Form (FORM 2) *(Continued from other side)*

16. Primary Architectural Style __ Not Applicable

__ Art Deco/Streamline Moderne	__ Gothic Revival	__ Mission Revival	__ Pueblo	__ Spanish-Pueblo Revival
__ Bungalow/Craftsman	__ International	__ Neo-Classical	__ Queen Anne	_x_Territorial
__ Colonial Revival	__ Italianate	__ Northern NM	__ Ranch	__ Territorial Revival
__ Folk Victorian	__ Mediterranean	__ Prairie	__ Spanish-Colonial	__ Tudor Revival

Notes: _x_ Other: Vernacular

17. Documents Available and Their Locations

Historic Preservation Division
Land Use Department
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504
(505) 955-6605
https://www.santafenm.gov/land-use/historic-preservation

Archaeological Records Management Section
Laboratory of Anthropology
708 Camino Lejo
Santa Fe, NM 87501
(505) 476-1320
https://nmhistoricpreservation.org/arms.html

SITE:

18. Attached or Associated Properties

Are associated properties eligible for listing:

19.Site Plan: Red line indicates composite boundary of the five parcels.



For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2* HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D		
1. Name of property: Benigno and Inés Muñiz Home/ Muñiz Property	2. Location: 718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	3. Local Reference Number: Santa Fe ID: H-27950
		4. County: Santa Fe
		5. Date of Survey: October 6, 2023

Architectural Description Continued

Overview

The daily commuter on Old Santa Fe Trail sees it on their left, as they descend the hill toward downtown — a long adobe building with turquoise-painted doors and window frames (Photo 2). Unlike the other older homes on the street, it sits on the edge of a small bluff, with its short side overlooking traffic. With its first piece likely built in the late 19th century, the long house — known as the Benigno and Inés Muñiz Home — is the largest and best-preserved building on the property. The property, involving four separate parcels, includes two smaller dwellings in poor condition and a frame shed.

Setting

The property is located on the west side of Old Santa Fe Trail, in an area once called Upper College. It sits above the street on a low mound (Photo 2). Unappealing concrete retaining walls sit at the bottom of the mound, cut into its slope in the 1970s to create a sidewalk. The property is accessed by a gravel driveway lined with rough concrete walls. Sadly, this driveway worked as a boundary in the 1990s-2000s, demarking different family members' claims to the property. It now has a more benign use, drawing automobiles to an informal parking area used by tenants renting apartments in the Main House.

Immediately to the south is a severely deteriorated dwelling (Casita #1), and beyond that, another dwelling (Casita #2), also in poor shape (Photo 3). East of these two dwellings is a flattened area that looks like it once worked as a garden (Photo 3). Historically, it contained an L-plan dwelling, the Higinio Lobato House, that was later acquired by the family and demolished in the 1940s. Moving westward, the land drops in elevation to an undeveloped area holding a wooden shed and populated with a few Siberian elms.

<u>Main House - Benigno and Inés Muñiz Home (Parcels 11814272 and 10857088)</u>

Made of adobe and built in a vernacular manner, the main house stretches some 95'. Now divided into three apartments, it has six distinct roof levels, indicating its accretive nature. Based on its position, wall thickness, and presence of an old window, this

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2* HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D		
1. Name of property: Benigno and Inés Muñiz Home/ Muñiz Property	2. Location: 718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	3. Local Reference Number: Santa Fe ID: H-27950
		4. County: Santa Fe
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growth probably started at the east end, a rectangular volume holding the formal front entry. By the time of the 1912 King's map, it had evolved into an L-shape, with a long stem attached to the front section (Fig. 2). To this, Muñiz added additional rooms across the north side of the stem, making it almost the same width as the front of the house. A 1935 aerial image suggests the add-ons occurred after that year (Fig. 3) The additions have viga ceilings and are at different floor heights than older parts of the house.[1] The older portion and its additions collectively Losa likely started as two rooms. It has been altered with new flooring and a lower, paneled ceiling. But the original thickness of the adobe walls (about 22") is discernable at windows and doorways.

South

The long, south elevation has the most character and is the most preserved part of the building (Photo 9). Here, one first comes to appreciate the home's accretive growth. The plain, flat façade is pierced with ten openings, holding an array of different types of windows and doors (Photo 10). These range from older wood sash windows to more recent glass doors. The doors give entry to the other two apartments.

The elevation begins at the east end with the abovementioned oldest section (Photo 9). A brick cornice with a header, sawtooth, stretcher, and header pattern runs along its roofline and the middle apartment, tying the two pieces together historically. The elevation ends with a taller volume without a brick cornice (Photos 11).

Near the center of the façade is the middle apartment (Photo 12). It contains a roughly 16' x 32' main room with an addition attached to the north. The addition holds a kitchen and bathroom at a different floor height than the older portion (Photo 13).[2] Attaching to this at the west is the last apartment, the former home of Rosina Muñiz Garcia, whose granddaughter now owns the entire property (Photo 14). The original 17' x 45' room has a different fenestration pattern, with a wider doorway and a set of wood casements instead of sash windows. Like the middle apartment, it has a viga roof extension at the north.

[1] From the front room, one steps up 9" to reach the bedroom and steps down 7" to enter the kitchen.
[2] This apartment has three different ceiling heights.

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1. Name of property: Benigno and Inés Muñiz Home/ Muñiz Property	2. Location: 718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	3. Local Reference Number: Santa Fe ID: H-27950
		4. County: Santa Fe
		5. Date of Survey: October 6, 2023

West

This side of the building has the least amount of fenestration, consisting of only a door at the addition the end apartment (Photo 16). The door, a more recent glass unit, is blocked by a sheet OSB at the exterior. The elevation is useful for understanding the north additions.

North

Facing the old Dorman/Witter Bynner property, the north elevation is the informal back side of the house (Photo 17). The stucco was left with a rough gray coat, and the overhangs and canals drain water from the roof into the side yard. Like the opposite side of the building, it has a range of windows and doors. Each apartment has a back door, where the family and tenants spent time in the shade in the summer. The windows are primarily small wood casements sitting behind screens (Photo 18).

The doors are typical ½-light, wood panel units (Photo 19). Near the west end, between the middle and end apartment, is a crudely built — and deteriorating — framed room (Photo 20). The roughly 10’ x 13’ space is remembered to have worked as storage. The elevation terminates at the east, presumably the oldest part of the building. It is set off from the rest of the façade by its color stucco coat and brick cornice (Photo 21).

Casita # 1 - Domitila and José Rivera House (Parcel 12183936)

Parallel to the main house is a smaller rectangular dwelling whose construction date is unknown, but likely in the 1930s (Fig. 4). The approximately 778-square-foot home appears to be of two parts. Its principal elevation, facing the driveway, has three entries (Photo 22 & 23). The entry at the east end holds a glass-and-wood door opening to the kitchen. The others contain more recent 15-light wood units (Photo 24). The east side has a set of 3-light wood casements in the kitchen; the west has three 6-light casements in the bedroom. Smaller windows penetrate the south elevation, looking onto Casita #2. This south elevation shows severe deterioration, with failing stucco — including a large section that has peeled away, exposing the adobes to moisture (Photo 25).

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1. Name of property: Benigno and Inés Muñiz Home/ Muñiz Property	2. Location: 718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	3. Local Reference Number: Santa Fe ID: H-27950
		4. County: Santa Fe
		5. Date of Survey: October 6, 2023

The small dwelling has four rooms: a kitchen, living room, bedroom, and bathroom. The kitchen has a low paneled ceiling and deteriorated linoleum flooring (Photo 26). Off the kitchen is a partially tiled bathroom.

Moving west, through a doorless passage, is the living room — a larger square room with its ceiling collapsed. The room has cracked plastered walls and built-in glass cabinets on its west wall (Photo 27). A failing roof has compromised the ceiling vigas, with at least two broken in half. Dirt and rainwater drain down into the room; vegetation hangs from the decking (Photo 28). The final space, the bedroom, is more intact but also has a failing roof. This has affected the flooring, rotting away floorboards and likely also the joists (Photo 29).

Historically, the house is associated with Benigno and Inés Muñiz's middle daughter, Domitila. Her parents deeded property south of the driveway to her after she married José Rivera. Rivera may have built the house on his own. It fell into its current state when heirs fought over the disposition of the property. The owners of the buildings south of the driveway stopped maintaining the structures and cut off water and electricity.

Casita #2 (Parcel 12183936)

Another small rectangular dwelling sits about 5' south of Casita #1. The building hunkers near the ground and has a few windows and a dirty, milky surface of deteriorating stucco (Photo 30). If there is a façade, it is the north elevation facing the other building. Looking onto the dark, alley-like area is a wood door and two small barn sash windows (Photo 31). The east side has no fenestration; the west has an entry holding a ½-light and wood panel door (Photo 32). Most of the windows are on the south side of the building (Photo 33). These comprise older 6-light wood casements in different configurations (Photo 34). The structure shows rough construction.

Its interior is even more compact than Casita #1, holding only a few rooms. These comprise a kitchen (Photo 35), a bathroom, and a bedroom (Photo 36). The walls are plastered, and the ceiling has a modern finish; floors are covered with linoleum tile. Trim is non-existent.

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1. Name of property: Benigno and Inés Muñiz Home/ Muñiz Property	2. Location: 718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	3. Local Reference Number: Santa Fe ID: H-27950
		4. County: Santa Fe
		5. Date of Survey: October 6, 2023

The origin of the dwelling is unknown. However, its front portion appears on a 1935 aerial (Fig. 3). It was in use until around 2006, when its last occupant, the current owner's uncle, left while the family was fighting over the disposition of the property.[3] Aerial imagery from the late 1950s shows that the building had reached its current footprint by that time (Fig. 8).

Tool Shed (Parcel 11814272)

Situated below Casita #1 is a crudely built wood tool shed. It is a rectangular, low-gabled room with a small shed-roof extension at the west (Photo 37). Both sections are sided with what appears to be recycled boards. They are cut at different lengths and tacked to the frame with standard machine nails. Both sections are entered through plank doors on the north façade. Windows appear to have been repurposed and are found on the north and south walls. The shed has a faded brown paint job, with the south side showing an older creosote coat (Photo 38). A building in this location, but with a different footprint, appears on the 1958 aerial. Family memory recalls that it was constructed more recently from pieces of a demolished chicken coop and other structures (Fig. 9).[4]

Historical Overview

Introduction

On the morning of June 6, 1945, Benigno Muñiz, the longtime editor of *El Nuevo Mexicano*, died in his home at the top of College Street. The editor, translator, band director, and Hispano community leader had been ill for two years and his death was expected. His body was removed that afternoon and driven to a funeral home on Washington Avenue. There, it was cleaned, dressed, and placed in a coffin. The next afternoon, Muñiz's body was brought back to his home. He lay in state for a week, likely in the front parlor overlooking the busy street. Eight days later, he was delivered to St. Francis Cathedral, where mourners attended a funeral mass.

[3] Emily Rivera, in-person conversation with John W. Murphey, October 6, 2023, Santa Fe.
[4] Ibid.

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2* HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D		
1. Name of property: Benigno and Inés Muñiz Home/ Muñiz Property	2. Location: 718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	3. Local Reference Number: Santa Fe ID: H-27950
		4. County: Santa Fe
		5. Date of Survey: October 6, 2023

The home on the hill that Muñiz intended for his three daughters to soon took a different course, as only one daughter remained after his death. Over the years, complications arose over the ownership and maintenance of the family homes. Only recently has all the property come back under the ownership of a direct descendent of Benigno.

The Newsman

Benigno Muñiz was born in 1872 in Cañoncito, a narrow passage along the Santa Fe Trail, where his father, Rudulfio Muñiz, was a farmer. Many years later, Santa Fe artist Jane Hathaway, writing for the *New Mexico Examiner*, described his birth colorfully: "[I]n the cold, gray dawn of Feb. 13, 1870 [sic], there was great excitement in an adobe farmhouse in Canoncito, N.M. As the sun came up over the Pecos Mountains, a lusty infant cry hit the viga ceiling. Little Benigno Muniz had just made an entrance on the stage of worldly affairs."[5]

The infant was christened eight days later at the Catholic church in Pecos with the name Benigno, a word originating in Latin to mean kind or friendly, and in, Spanish, "benign." His father, originally from Santa Fe, was born before American occupation, and assisted the new occupiers during the Indian Wars of the 1860s.[6] Rudulfio Muñiz mostly worked as a placer miner in the San Pedro Mountains south of Santa Fe. His wife, Jesusita Rivera de Muñiz, was also a Santa Fe native. The family moved to Santa Fe soon after Benigno's birth.

At eleven, Benigno became an altar boy at Santa Fe's great cathedral, under the direction of Archbishop Lamy, the French-born priest.[7] There, dressed in a purple frock, he helped light altar candles and performed other tasks. He also fell into mischief, chasing the geese and knocking apricots from the trees in the bishop's famous garden. After high school, Benigno began working for the New Mexican Printing Company — a company he would stick with for over 40 years. He was trained as a printer at its plant on West Palace Avenue. It was messy work.

[5] Jane Hathaway, "Happy Birthday, Don Benigno!" *New Mexico Examiner*, c.1940, no date. Article in possession of owner.
[6] "Tragic Death of Rudolfio Muniz Last Evening," *Santa Fe New Mexican*, January 26, 1911.
[7] Hathaway, "Happy Birthday, Don Benigno!"

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2* HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D		
1. Name of property: Benigno and Inés Muñiz Home/ Muñiz Property	2. Location: 718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	3. Local Reference Number: Santa Fe ID: H-27950
		4. County: Santa Fe
		5. Date of Survey: October 6, 2023

Over time he would move through the ranks of printer apprenticeship. He became a representative of the Typographical Union, later serving as its chair.[8] On June 13, 1897, he married Inés (often Inez) Lujan, whom the *New Mexican* called "one of the prettiest young ladies of Santa Fe."[9] Their wedding took place at the cathedral. Less than a year later, they welcomed their first child; a boy, Rudolfo, who would die in 1904.[10] During this period, Benigno often worked as an interpreter in addition to his printing job.

The 1900 census finds the Benigno Muñiz family living on College Street, the earlier name of Old Santa Fe Trail.[11] Since no street addresses were provided, it is unclear where the home stood. His parents also lived on the road, but they occupied a separate dwelling.

The land that Benigno would acquire and establish as his family compound was deeded to the family in 1907 by the Seligman Brothers — pioneer Jewish mercantilists who also traded in land. The deed was made to Inés.[12] A chain of title report establishes the first transaction of the property occurred in 1873, with warranty deed from Ricardo Rivera to Adolfo (Adolph) Seligman.[13]

In 1897, the year William White's land ownership map was published, the future Muñiz property was held under a mortgage deed by Arthur Seligman. Arthur, then chair of the territorial Democratic Committee, would later become governor. The map shows the land, located between two acequias, as undeveloped (Fig. 1). To the south lay the Buena Vista Addition, a grid-iron subdivision laid out by White ten years earlier. The subdivision, with its absurdly narrow 25' x 125' urban lots, backed directly onto Benigno's future property, and included a street that was never developed (Fig. 2).

[8] "The Fourth Proposition," *The Typographical Union*, Vol. XXII, No. 1 (January 1911), 353.
[9] "City News Items," *Santa Fe New Mexican*, June 16, 1897, 4.
[10] "Card of Thanks," *Santa Fe New Mexican*, March 21, 1904,
[11] U.S. Census Bureau, Year: 1910; Census Place: Santa Fe Ward 1, Santa Fe, New Mexico; Roll: T624_918; Page: 1b; Enumeration District: 0223; FHL microfilm: 1374931.
[12] Avery-Bowman Abstract Company, "No. 5135, An Abstract of Title [718 Old Santa Fe Trail], Prepared for Tillie Rivera, January 17, 1966, 24-25. The author refers to deeds in this document by their page location. Other deeds relating to the demolished dwelling and other transactions were found elsewhere and cited separately. The abstract is in the current owner's possession.
[13] Ibid., 12.

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1. Name of property: Benigno and Inés Muñiz Home/ Muñiz Property	2. Location: 718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	3. Local Reference Number: Santa Fe ID: H-27950
		4. County: Santa Fe
		5. Date of Survey: October 6, 2023

The first clear understanding of Benigno and Inez's home comes courtesy the King's map of 1912. The map shows a five-sided parcel (Lot No. 5), fronting College Street at the east, and terminating at a narrow point at the west, at what was to become Cross Street. This parcel does not match the measurements given in the 1907 deed between James L. Seligman and Inés Lujan de Muñiz, which describes a much larger property. But it is known that Muñiz traded and sold pieces of their land with Harry Howard Dorman, the Connecticut-born real estate agent. Dorman, who owned much property in the area, owned the piece immediately to the south, which later became Witter Bynner's home.[14]

The footprint of the building shown on the King's map is of interest. It depicts an elongated L-plan dwelling, that by its position and length would indicate the current house had reached its east-west distance by this time. Muñiz would take this basic footprint and expand upon the north side of the stem "L" with additional rooms.
The census of 1910 recorded Benigno, 36, and Inés, 32, living on College Street, likely in this home.[15] The household included two daughters: Adelina, 9, and Domitila, 5. A third daughter, Rosina, would be welcomed five years later. Benigno lost his mother the same year, and his father the next.

In the 1910s, Benigno moved beyond the printing apron to an editorial position, becoming the assistant editor of the *El Nuevo Mexicano*, the weekly Spanish-language edition of the *New Mexican*. Since its start in 1849, the *New Mexican* included a Spanish-language section.[16] With the paper becoming a daily in 1890, its publisher launched *El Nuevo Mexicano*. This paper and Las Vegas' *La Voz del Pueblo* were the most important Spanish-language newspapers in the state.[17] *El Nuevo Mexicano* was not simply a translation of the English-print news; it had its own focus and columns addressed specifically to the Hispanic community. Within a few years, Muñiz became the paper's chief editor, holding that position for nearly two decades.

[14] Ibid., multiple entries.
[15] U.S. Census Bureau, Year: 1910; Census Place: Santa Fe Ward 1, Santa Fe, New Mexico; Roll: T624_918; Page: 1b; Enumeration District: 0223; FHL microfilm: 1374931.
[16] "Old 'Nuevo' Consolidated with Sunday's the TNM's Sunday Edition," *Santa Fe New Mexican*, May 4, 1958, 1.
[17] Doris Meyer, *Speaking for Themselves: Neomexicano Cultural Identity and the Spanish-Language Press, 1880-1920* (Albuquerque: University of New Mexico Press, 1996), 13.

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2* HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D		
1. Name of property: Benigno and Inés Muñiz Home/ Muñiz Property	2. Location: 718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	3. Local Reference Number: Santa Fe ID: H-27950
		4. County: Santa Fe
		5. Date of Survey: October 6, 2023

Interrupting his new position was the breakout of the so-called Battle of Columbus — Pancho Villa's March 9, 1916, raid of the tiny border town in southern New Mexico. Muñiz belatedly joined Company E, the Spanish-speaking New Mexico National Guard unit, spending two months at Fort Furlong (today Pancho Villa State Park).[18] He missed the action, including General Pershing's "Punitive Expedition" into Mexico, but he would package his impressions of it eleven years later in an outlandish parade.

During 1920s Benigno emerged as a well-regarded citizen; a successful editor, who was able to move easily between Hispano and Anglo communities. In 1925, he was named to the board of directors of the newly formed Spanish Colonial Arts Society, being the only member with a Spanish surname.[19] He would oversee the annual Spanish Market. Newspaper accounts from the time show Benigno and Inés using the home on College Street to host social events announced in the *New Mexican*'s society column. These included club meetings and parties, and — as for Anglo events at the time — the attending guests were listed and the decoration of the home was discussed. But the list of attendees were mostly Hispanics, potentially indicating a formidable social divide.

The Entertainer

Benigno, now in his 50s, took on a new role as an entertainer. As a member of *La Union Protectiva*, he organized parades and displays for the annual Santa Fe Fiesta. In 1928 this included what was perhaps his most outré performance: a recreation of the Pancho Villa raid involving 350 actors, including women of the *La Union* auxiliary, dressed as soldiers, marching prisoners to execution.[20] Benigno had a flair for theatrics, and took on many roles, including women.

In 1931, the editor became a bandleader — or really a band director, as he had no musical background. He organized Los Villeros Alegres (The Happy Villagers), an *orquesta tipica* playing popular Mexican songs – and songs of the old Spanish

[18] Interment Control Forms, 1928–1962. Interment Control Forms, A1 2110-B. NAID: 5833879. Record Group 92, Records of the Office of the Quartermaster General, 1774–1985. The National Archives at St. Louis, St. Louis, MO.
[19] Donna Pierce and Marta Weigle, editors, *Spanish New Mexico: Volume Two – Hispanic Arts in the Twentieth Century* (Santa Fe: Museum of New Mexico Press,1996), 29.
[20] "Villistas Stage Marvelous Stage Marvelous Fiesta Spectacle Saturday," *Santa Fe New Mexican*, September 4, 1928, 2.

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2* HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D		
1. Name of property: Benigno and Inés Muñiz Home/ Muñiz Property	2. Location: 718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	3. Local Reference Number: Santa Fe ID: H-27950
		4. County: Santa Fe
		5. Date of Survey: October 6, 2023

hinterland. Dressed in showy costumes with "bright designs suited to the Spanish heritage of the city,"[21]they wore large, shade-casting sombreros (Fig. 6).

The band entertained at private parties and civic events, and once on the roof of La Fonda. They balanced between being a dance band, playing for Anglos, an exoticized form of Mexican music – the same as being portrayed in Hollywood films at the time – while at the time serving as local folk musicologists.

Composed of 14 local musicians, they were likely the first to bring New Mexican colonial music to the dance floor. Along with playing Mexican songs, members had unearthed and arranged music of the New Mexican colonial era. The repertoire included "La Lirio," a musical composition found in one of the band member's family papers.[22] With several singers, including Benigno's youngest daughter, Rosina, the Villeros emerged as Santa Fe's most popular bands, and played as far away as St. Louis, Missouri.

Benigno's star continued to glow through the 1930s (Fig. 7). He remained at the helm of the Spanish newspaper, and continued ride the Spanish social scene. He was, at different times, chair of La Union Protectiva and the head of the Fiesta council. In 1936, he experienced one of the city's highest honors, carrying *La Conqjuistadora* during the annual Fiesta procession.

In 1939, at age 67, Benigno Muñiz retired from the newspaper company. Six years later, he died in his home.

Three Daughters: Adelina, Domitila, Rosina

After Benigno's death, the family lost its leader, and the property evolved into a rental. His widow, Ines, continued to live at the front of the house, but the family began to splinter.

All three daughters, at one time, had moved to California. It started with Adelina, the oldest, who left in the 1920s for Los Angeles. Showing early talent as an actress, she had

[21] "Benigno Muniz Gives Party for Villeros," *Santa Fe New Mexican*, December 24, 1932, 2.
[22] "Villeros Alegres Are Bring Back Spanish Days in Santa Fe," *Santa Fe New Mexican*, March 3, 1933, 3.

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2* HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D		
1. Name of property: Benigno and Inés Muñiz Home/ Muñiz Property	2. Location: 718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	3. Local Reference Number: Santa Fe ID: H-27950
		4. County: Santa Fe
		5. Date of Survey: October 6, 2023

hoped, as family memory holds it, to pursue acting in Hollywood. She never found it, dying in obscurity and nearly homeless in 1990.[23]

The youngest daughter, Rosina, was the last to leave for California. Born in 1915, she showed musical and dancing talent, performing in her father's band and on her own. In the 1930s, she became the "Fire Dancer" in the annual Zozobra burning. The Loretto Academy graduate was married in 1936 to Francisco (Frank) Uriol Garcia, a bookkeeper for the county treasurer's office. The couple initially lived on the family property, taking up the back portion of the house. This space was formally deeded to Rosina and her husband in 1937. They later moved to San Pedro, California, and would never return, aside from visits.[24]

The middle daughter, Domitila (sometimes Domitilia; commonly Tillie), who also had also spent time in California, would stay on the property for almost another 40 years. Born in 1905, she married José Rivera (commonly and legally known as Joe) in 1927.[25] That year, Benigno and Inés gave the couple land south of their house to build a home in. This property may have included the former Candido Montoya house — a two-room structure mentioned in the 1907 deed between Seligman and Muñiz.

Dividing the properties was an informal 12'-wide driveway giving access to College Street. This driveway would later become a contested demarcation between different family claims to the property.

Becoming Apartments

Even before Benigno's death in 1945, the property had been divided into different units. Land, as mentioned previously, had been deeded to his daughters and a room was rented in the Muñiz home.

[23] Emily Rivera, telephone interview with John W. Murphey, December 31, 2023.
[24] Ibid., email to John W. Murphey, January 15, 2024.
[25] Quit Claim, Benigno and Inez L. Muniz, to Jose Rivera and Domitilia de Rivera, August 22, 1927, Book 6/Page 517, 192703398.

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2* HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D		
1. Name of property: Benigno and Inés Muñiz Home/ Muñiz Property	2. Location: 718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	3. Local Reference Number: Santa Fe ID: H-27950
		4. County: Santa Fe
		5. Date of Survey: October 6, 2023

The 1940 census revealed this trend, listing five separate households at 718 College Street.[26]They included Benigno and Inés and their granddaughters, Lucile and Consuela; Frank and Rosina Garcia and their child, Julian; and Joe and Tillie Rivera. The address also included the households of John and Betty Montoya, and Felix and Hazel Knapp. In total, 18 people were living on the property before the war. Part of this number may have included a dwelling shown on the King's map owned by Higinio Lobato (Fig. 2). A 1936 deed shows that Tillie Rivera acquired this property.[27] But as evidenced by an aerial, the house had already been removed by 1948.

After Frank and Rosina left for California in 1948, use of the property as apartments intensified. Several rooms in the main house were converted into separate units. This is captured in city directories of the late 1950s, which began to identify the property as "apartments," numbered 1 through 5. The last, Number 5, was the home of Joe and Tillie. Newspaper ads show that the apartments ranged from two- to five-bedrooms. The other four apartments were rented to individuals and families with no apparent relation to the Muñiz or Rivera families.

In 1958, Don Sandoval, a dockworker at Foremost Dairy and his wife Polly, lived in Apartment 1; Eugene Fine, an employee at Payne's Nursery lived in Apartment 2; Grady Powell, a millworker at Hansen's Lumber, and his wife, Blanche, lived in Apartment 3; and Eddie Sosaya, a plumber, and his wife, Lucy, lived in Apartment 4.[28] This arrangement of the four apartments and the separate Rivera-Muñiz home lasted for another 30 years.

The Divide

Inés, who outlived her husband by 40 years, died on the property on December 19, 1975 at age 96. Years earlier, she had moved with her daughter and son-in-law into the house

[26] U.S. Census Bureau, Year: 1940; Census Place: Santa Fe, Santa Fe, New Mexico; Roll: m-t0627-02452; Page: 2A; Enumeration District: 25-6B.
[27] Warranty Deed, Victoria A. Archuleta and Eulogio Archuleta, to Domitila M. Rivera, recorded February 24, 1936, Book 13/Page 97, 1936050200. This deed ties the property back to Higinio Lobato, the individual shown on the 1912 King's map.
[28] Hudspeth Directory Company, *Hudspeth Directory Company*, Santa Fe City Directory, 1958 (El Paso: Hudspeth Directory Company, 1958), 214, 379, 420, and 441.

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2* HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D		
1. Name of property: Benigno and Inés Muñiz Home/ Muñiz Property	2. Location: 718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	3. Local Reference Number: Santa Fe ID: H-27950
		4. County: Santa Fe
		5. Date of Survey: October 6, 2023

on the south side of the driveway, Casita #1. The daughter, Domitila, died less than ten years later in 1984, with her husband José passing away the following year.

Joe and Tillie's wills would complicate matters. As they had no children, they crafted mirror wills, in which everything fell to the other upon the death of one.[29] In both cases, they named specific heirs and other beneficiaries, but the wills ended with the phrase, "the rest I leave to my nieces and nephews."[30] The couple also identified tracts of land the property that had not been deeded to them. These two factors would later cause much division in the family.

Upon José Rivera's death, Julien F. Garcia became the personal representative for the estate and executor of the will. Son of Rosina M. Garcia, he lived in San Pedro, California and had a drinking problem according to family memory. Garcia mismanaged the estate and left bills and taxes unpaid.[31]

Concerned about this state of affairs, in 1988, Paula C. Garcia — daughter of Rosina Garcia, and Julien's sister — relocated from California. She moved with her daughter, Emily, to the family home on College Street and managed the property.[32] They took the apartment (Rosina's old home) at the west end of the main house, along with Paula's new husband Richard D. Jones. For nearly ten years, Paula and her husband collected rent, paid property taxes, and maintained all the buildings.

With the death of Jones in 1998, it became increasingly difficult for Paula to manage the rentals, and she left the property three years later. She continued to rent her unit and her mother's former home. In the meantime, her brother, Julien, who had become nearly destitute in California, moved into the southernmost unit, Casita #2.[33]

In 2003, it had become too financially difficult to manage the property and take care of her aging brother. Paula decided to sell the property. She entered into a purchase

[29] Emily Rivera, "718 Old Santa Fe Trail, Muniz Family Property Legal Disputes," typed manuscript, January 15, 2024. This six-page document covers, in detail, the nearly 20-year dispute over the property's ownership. The author provided documents (tax records, etc.) to support the narrative.
[30] Ibid., 1.
[31] Ibid.
[32] Ibid., 2.
[33] Ibid.

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agreement with a limited partnership headed by a local attorney. The attorney advised Garcia Jones to approach the beneficiaries with a quitclaim suit, covering the entire property — all five parcels. The strategy was to establish a quiet title through adverse possession. While some beneficiaries responded with quit claims, others took it as hostile, hiring attorneys to file counter claims.[34]

A court case in 2005 resolved the deeds, establishing that Garcia Jones had full title to Parcels 3 and 4. Parcel 5, holding the two casitas, remained in the estate of José Rivera. It also ruled that Paula had not established adverse possession.[35] After the court case, the estate representative of Parcel 5 took the casitas out of rental use, and stopped paying taxes on the property.[36] With no tenant or maintenance, the units moved into a period of deterioration.

For nearly two decades, Paula Garcia Jones, who worked at Kaune's and Whole Foods, attempted to bring the south property back into Muñiz ownership. Eventually, in 2018, the Rivera estate agreed to a price, starting a long process of signing over deeds and paying back taxes and delinquent water and utility bills. But Garcia Jones, who died in 2022, would never see her hard-won efforts come to completion.

After her death, her sole survivor, daughter Emily Waits Rivera, had to finish the work. And only recently (December 5, 2023), have the five parcels, including the one holding the casitas, been officially reunited with the full ownership of a direct Muñiz descendant: Benigno and Inez's great granddaughter: Emily Waits Rivera (Fig. 10).

[34] Ibid., 4.
[35] Ibid., 3-4.
[36] Ibid., 4. This is supported by accompanying tax and utility bills.

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Evaluation of Historical Status

Main House - Benigno and Inés Muñiz Home

While typically arranged parallel to the street edge, the linear, contiguous adobe home was a common building type used during the late colonial through early territorial periods. Following the older definition of tenement houses, they were built accretively with separate rooms to be occupied by different family members. They were common in a rowhouse configuration in urban areas, including once densely populated downtown Santa Fe, as well as Tucson and Los Angeles. They were the basic building fabric of the Hispanic barrio and well-represented in early Santa Fe Sanborn maps. With pressures to modernize, the house type, often equated with poverty, was removed. Only a few non-altered examples survive in Santa Fe. The Muñiz house, however, is not a pure example of the form, as its one-room wide plan was modified in the 20th century to include additions across its north elevation.

The house is currently designated at a Significant level. It is unclear when or why the designation was made, other the original 1984 survey stated “pre-1912.”
Given its alterations, it seems more appropriate to be statused at the Contributing level, with the south elevation recommended as the primary façade (Fig. 11). This elevation has the best preservation and is the side of the building that most effectively communicates its historical, accretive growth before the 1930s. The primary façade recommendation would exclude newer, non-historic doors and windows and historic windows that are beyond practical repair.

Casita #1 – Domitila and José Rivera House

While meeting the 50-year rule, with its present footprint visible on a 1958 aerial, the house’s current condition represents substandard housing and is approaching a threat to health and human safety. This is no fault of the current owner but an unfortunate circumstance from when the property was contested and the house sat unmaintained for nearly 20 years. The building is recommended for Non-contributing status due to its poor condition.

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Casita #2

Like the main house, this small unimpressive dwelling has been given Significant status. It is unclear why it received this designation, and survey or HDRB case exists to support it.[37] The recommendation is to downgrade to Contributing. While there is no discernible "primary" façade, its north elevation best communicates its modest design and historical use.

Tool Shed

It is understood from family history that this wood ancillary building was cobbled together from demolished structures on the property. Given this, the recommendation is Noncontributing.

[37] A search for previous survey for Casita #2, concluded that it has not been recorded. Paul Duran, City of Santa Fe, communication to John W. Murphey, January 30, 2024; Bridget Barela, New Mexico Department of Cultural Affairs, email communication to John W. Murphey, January 31, 2024.

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Illustrations



Figure 1: William White, "Owners of Land Within the Santa Fe Grant Outside the City Limits," 1897-98. Relative location of Muñiz property.

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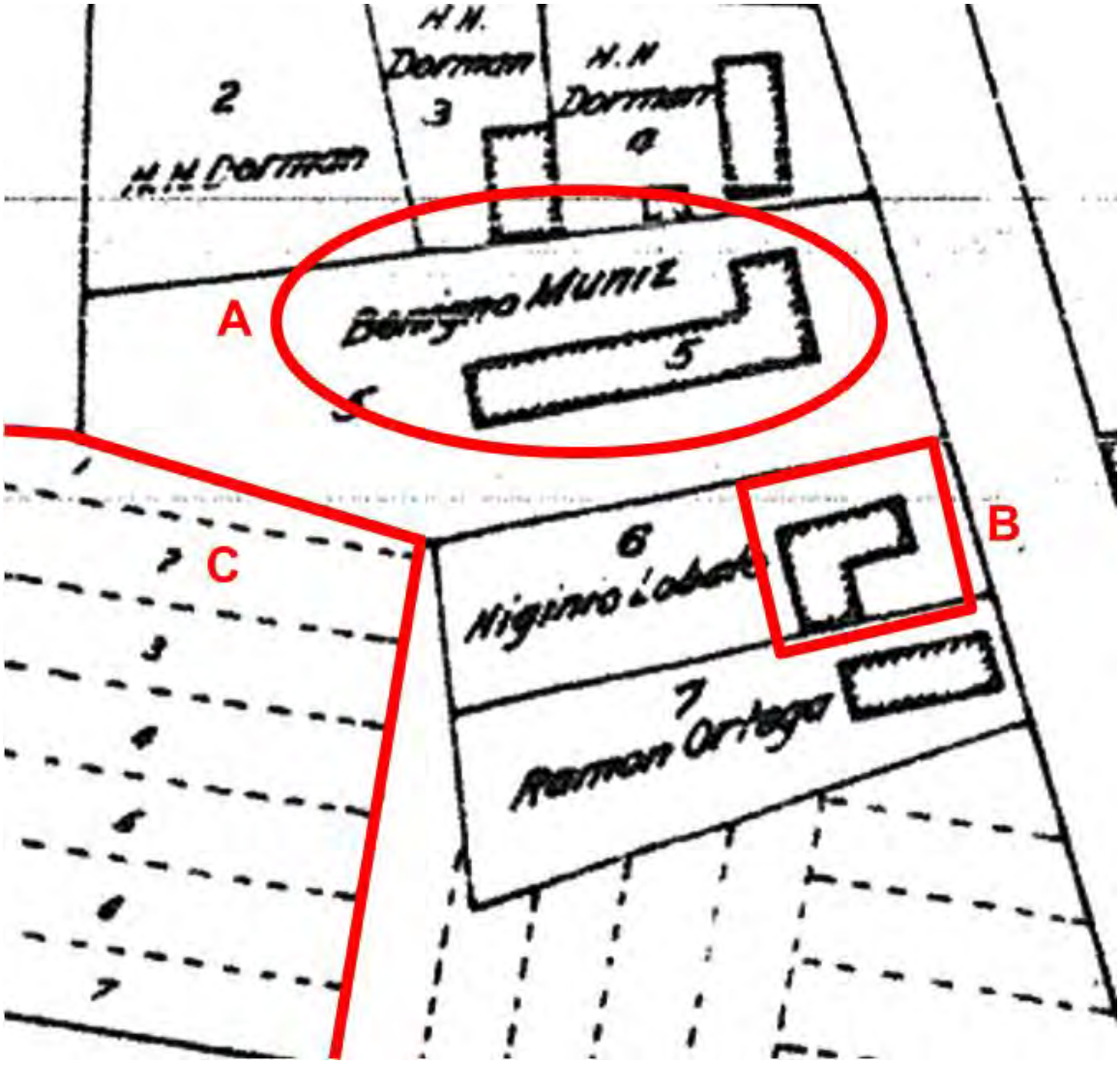

Figure 2: N. L. King, "Map of the City of Santa Fe," 1912. A. Benigno and Inés Muñiz House; B. Higinio Lobato House, demolished; C. Buena Vista Subdivision.

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Figure 3: 1935 aerial photograph.

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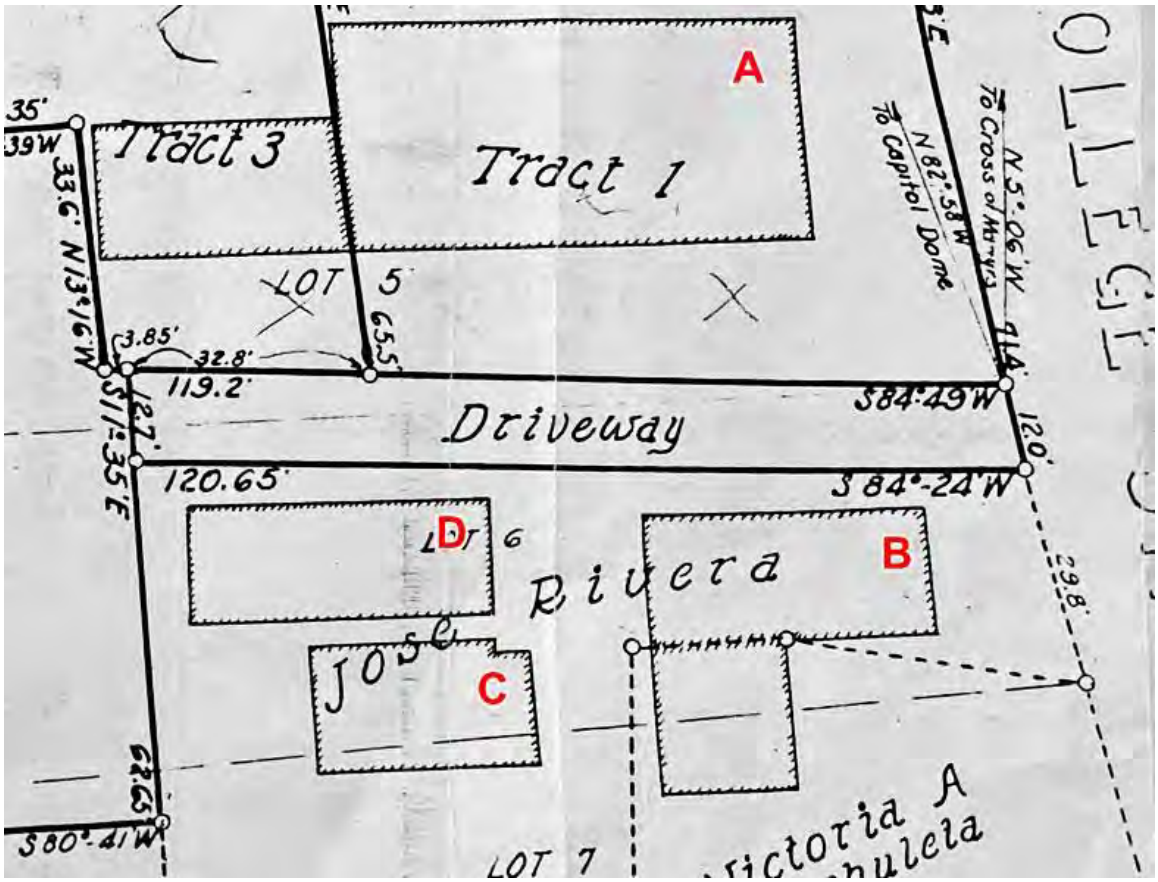

Figure 4: 1939 survey plat. A. Benigno and Inés Muñiz House; B. Higinio Lobato House, demolished; C. Casita #2; D. Casita #1.
Courtesy Emily Rivera.

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Figure 5: Undated (circa 1920s) photograph of property looking west. The three daughters, Adelina, Domitila, and Rosina, left.
Courtesy Emily Rivera.

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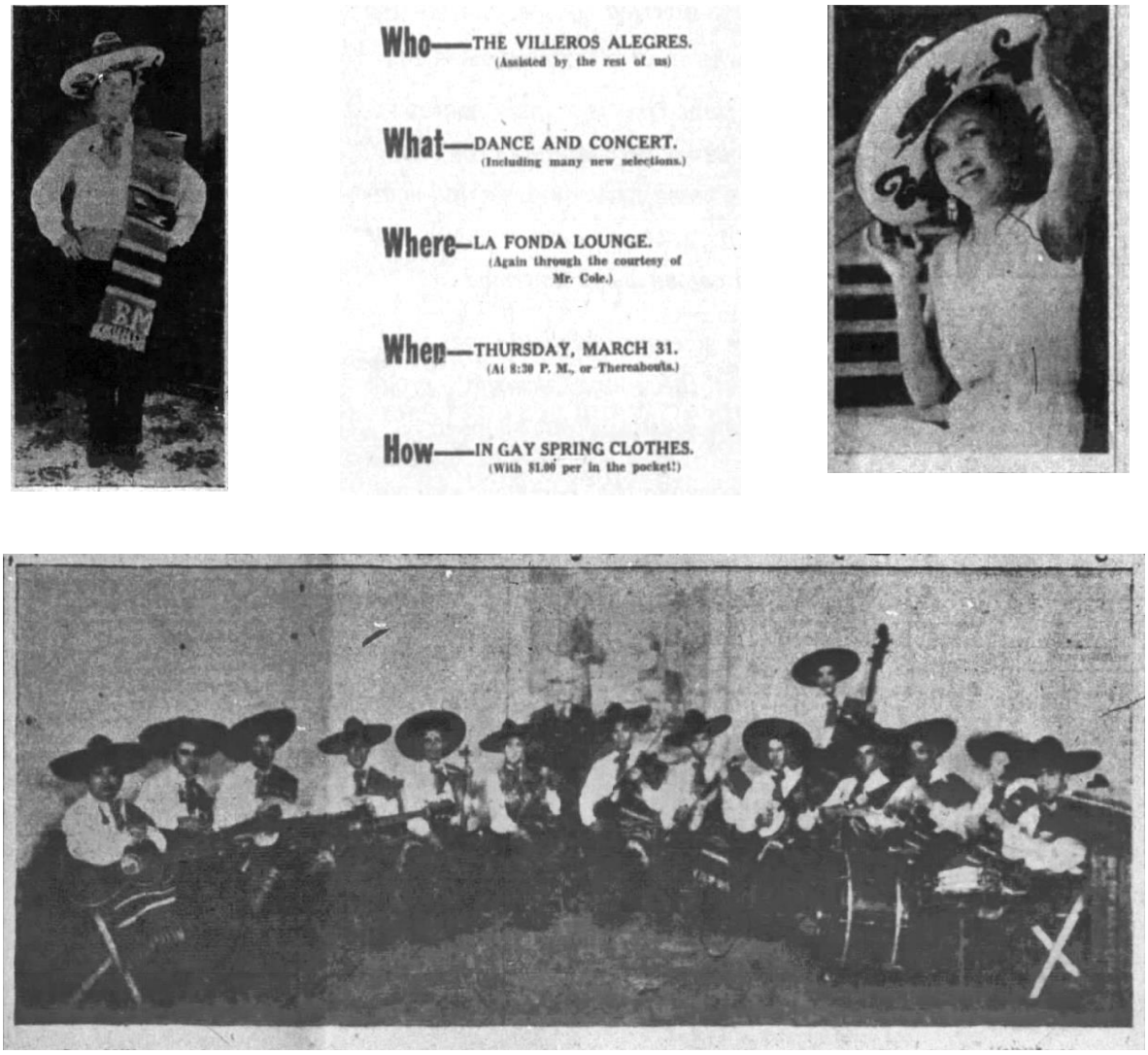

Figure 6: Los Villeros Alegres montage. Upper: Benigno Muñiz, left; 1932 advertisement, middle; Rosina Muñiz, right. Bottom: the band, 1933. Courtesy Santa Fe New Mexican.

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Figure 7: Benigno Muñiz, circa 1930s.
Courtesy Muñiz family.

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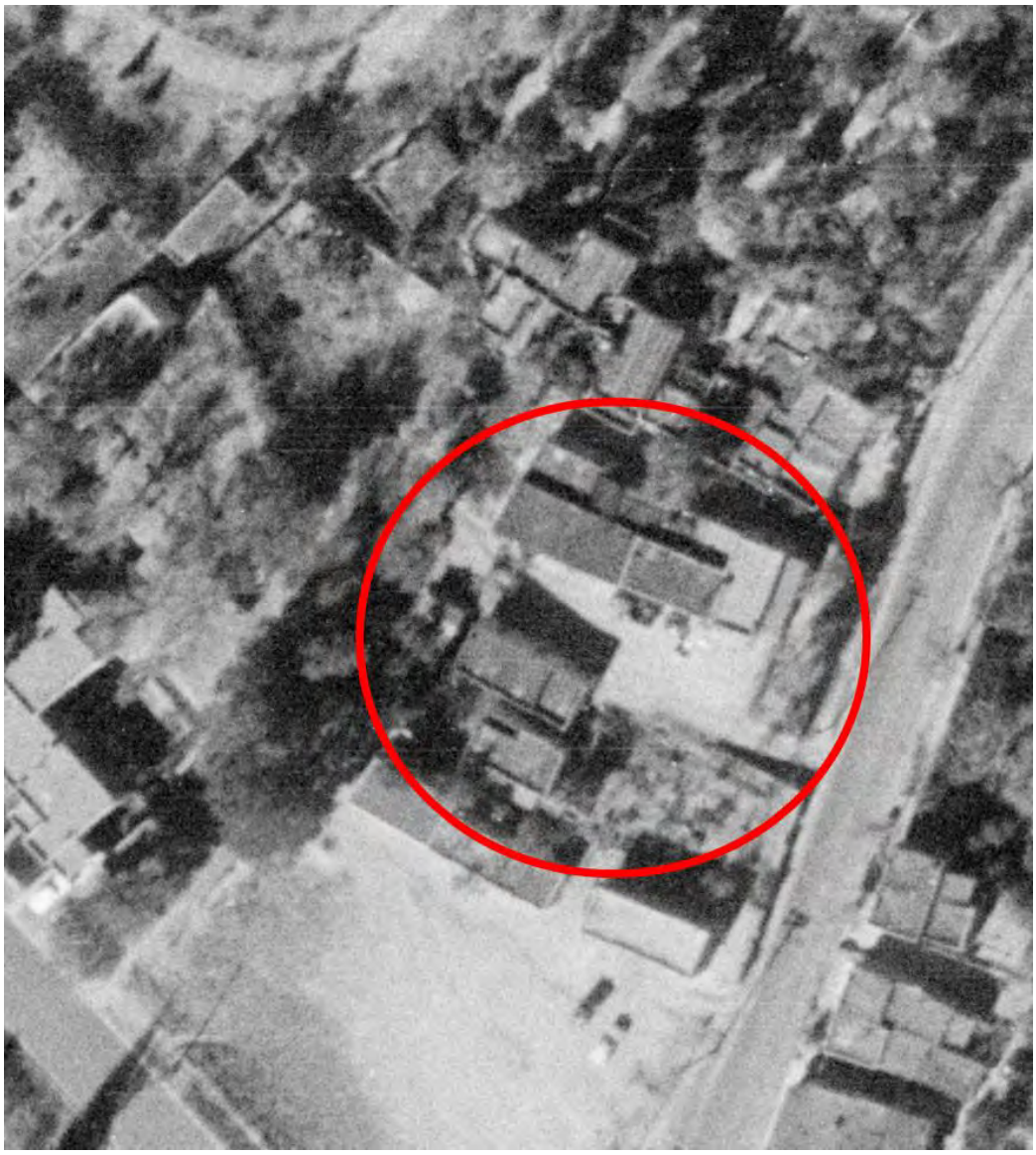

Figure 8: November 10, 1958, aerial photograph.
Composite property circled.

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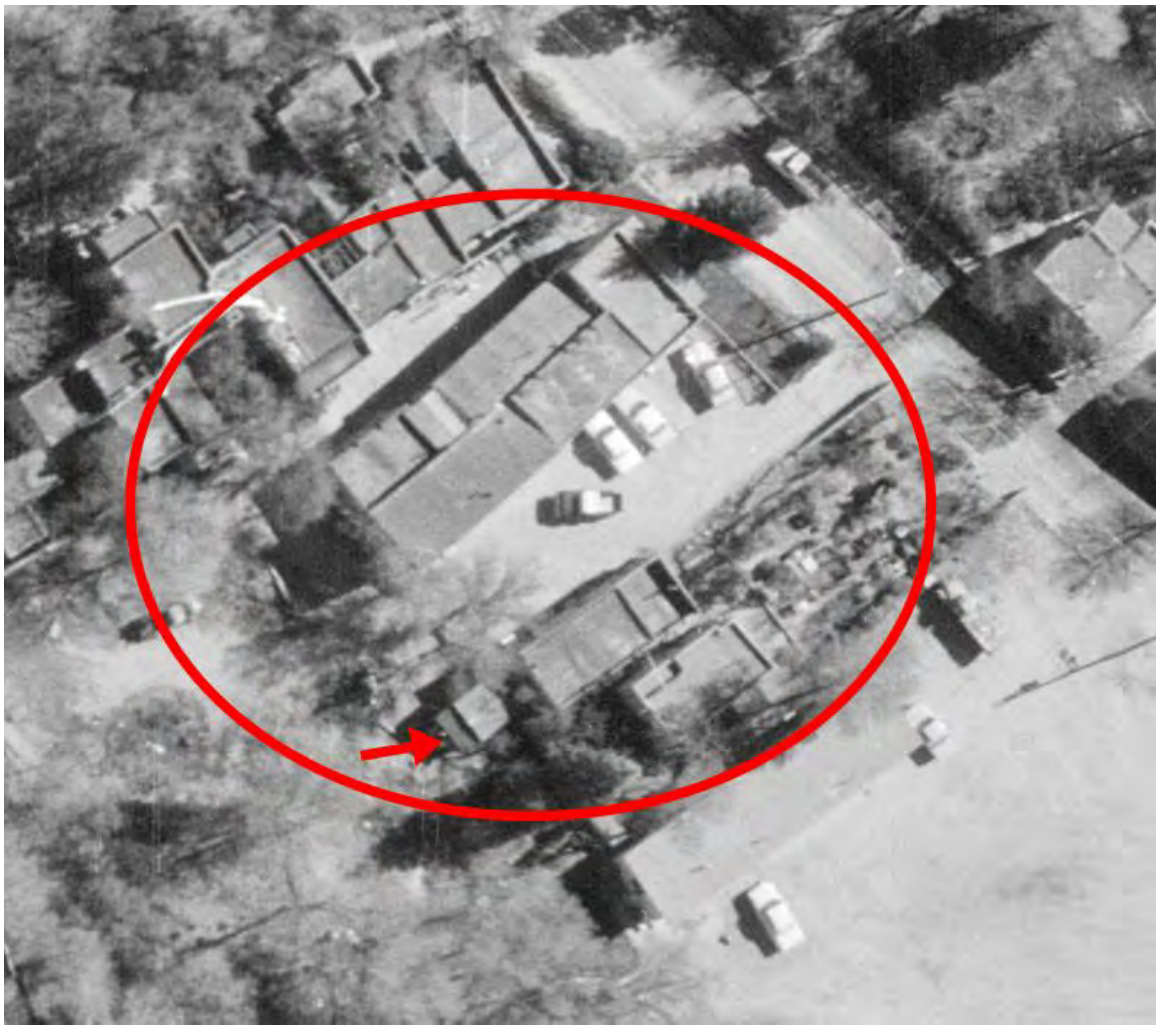

Figure 9: May 11, 1973, aerial photograph.
Composite property circled. Note Tool Shed present.

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Figure 10: Ken and Emily Rivera.

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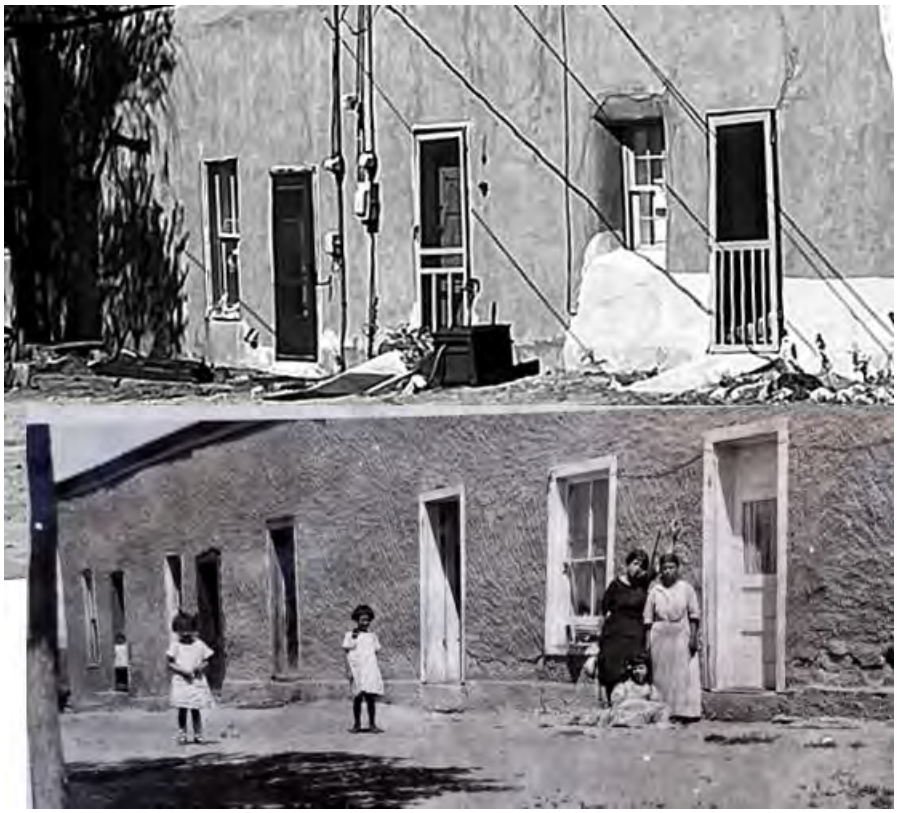

Figure 11: Comparison image of west end of south façade. Upper image, 2023; lower image, circa 1920s.

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Survey Photographs

(All images taken by John W. Murphey, on October 6, 2023, unless otherwise noted)



Photo 2: Main House, right, as seen from Oild Santa Fe Trail. Camera facing northwest.

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Photo 3: Casita #2, left, Casita #1, right. In the foreground is the area where another dwelling (Higinio Lobato House) stood until it was demolished in the 1940s. Camera facing southwest.

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Main House



Photo 4: East (front façade). Camera facing northwest.

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Photo 5: East (front façade), entry door. Camera facing northeast.

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Photo 6: East (front façade), portal. Camera facing north.

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Photo 7: North elevation, northeast corner window. Camera facing up.

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Photo 8: Northeast corner window. Camera facing northeast.

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Photo 9: South elevation. Camera facing northwest.

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Photo 10: South elevation. Sample of windows and doors.

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Photo 11: South elevation. Camera facing northeast.

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Photo 12: South elevation. Front (east) and middle apartments. Camera facing north.

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Photo 13: Midde apartment. Example of viga roof extension. Camera facing west.

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Photo 14: South elevation. End (west) apartment starts at left. Camera facing north.

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Photo 15: South elevation. End (west) apartment. Camera facing north.

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Photo 16: West elevation. Camera facing southeast.

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Photo 17: North elevation, northwest corner. Camera facing southeast.

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Photo 18: South elevation. Window at end (west) apartment. Camera facing south.

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Photo 19: South elevation. Door to middle apartment. Camera facing south.

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Photo 20: South elevation. Storage area. Camera facing south.

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Photo 21: South elevation. Front (east) apartment. Camera facing southeast.

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Historic Preservation Division, New Mexico Department of Cultural Affairs

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1. Name of property: Benigno and Inés Muñiz Home/ Muñiz Property	2. Location: 718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	3. Local Reference Number: Santa Fe ID: H-27950
		4. County: Santa Fe
		5. Date of Survey: October 6, 2023

Casita # 1



Photo 22: East and north elevations. Camera facing southwest.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

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		4. County: Santa Fe
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Photo 23: North elevation. Camera facing southwest.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

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		4. County: Santa Fe
		5. Date of Survey: October 6, 2023



Photo 24: North elevation, west end. Camera facing south.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

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		4. County: Santa Fe
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Photo 25: South elevation. Camera facing northwest.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

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		4. County: Santa Fe
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Photo 26: Kitchen. Camera facing south.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

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		4. County: Santa Fe
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Photo 27: Living room. Camera facing northwest.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

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		4. County: Santa Fe
		5. Date of Survey: October 6, 2023



Photo 28: Living room. Roof and ceiling damage. Camera facing up.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

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		4. County: Santa Fe
		5. Date of Survey: October 6, 2023



Photo 28: Bedroom. Ceiling and floor damage. Camera facing southwest.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

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Casita #2



Photo 29: East and north elevations. Camera facing southwest.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

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		4. County: Santa Fe
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Photo 30: North elevation, left. Camera facing west.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

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		4. County: Santa Fe
		5. Date of Survey: October 6, 2023



Photo 31: North elevation, west end. Camera facing south.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2* HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D		
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		4. County: Santa Fe
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Photo 32: West elevation. Camera facing east.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

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		4. County: Santa Fe
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Photo 33: South elevation. Camera facing east.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

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Photo 34: South elevation, east end. Camera facing north.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

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		4. County: Santa Fe
		5. Date of Survey: October 6, 2023



Photo 35: Kitchen. Camera facing south.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2* HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D		
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		4. County: Santa Fe
		5. Date of Survey: October 6, 2023



Photo 36: Bedroom. Camera facing southwest.

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2* HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D		
1. Name of property: Benigno and Inés Muñiz Home/ Muñiz Property	2. Location: 718 Old Santa Fe Trail Downtown and Eastside Historic District - Santa Fe	3. Local Reference Number: Santa Fe ID: H-27950 4. County: Santa Fe 5. Date of Survey: October 6, 2023

Tool Shed



Photo 37: North and west elevations. Camera facing southeast.

Historic Cultural Properties Inventory (HCPI) Detail Form (FORM 2)

Historic Preservation Division, New Mexico Department of Cultural Affairs

For HPD Office use only: *Please complete HCPI FORM 1 before completing FORM 2* HCPI No._____ District No._____ ___NRHP ___SRCP Criteria __A __B __C __D		
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Photo 38: South elevation. Camera facing north.

2/2/2024

Attn: Historic Preservation Division

RE: 718 Old Santa Fe Trail Status Review Request

To Whom It May Concern,

I have recently inherited the property and homes located at 718 Old Santa Fe Trail contained as follows:

Parcel 11814272: Land Tract 1 & 2

Tract 1: Containing what we describe as part of the Main House

Tract 2: Containing the Tool/Storage Shed

Parcel 10857088: Land Tract 3 & 4

Tract 3: Containing The remaining attachment of the Main House

Tract 4: Vacant Land

Parcel 12183936: Land Tract 5

Tract 5: Contains Casita #1 and Casita #2

I would like to request a Status Review for the Homes and Shed contained on these Parcels, so that I may make decision about the properties on going care and maintenance.

Thank You,

Emily C. Rivera


BOUNDARY SURVEY PLAT
FOR
PAULA C. JONES
OF
TRACTS 3, 4 &
DRIVEWAY TRACT (INGRESS & EGRESS EASEMENT)
Tract 4
Vacant Land
Tract 2
Tool Shed
Tract 3
Main House
Casita #1
Casita #2
Tract 5
Tract 1
Main House
57088
4272
39936
HIGH DESERT SURVEYING, INC.
PROFESSIONAL SURVEYING
SHEET 2 OF 2



















































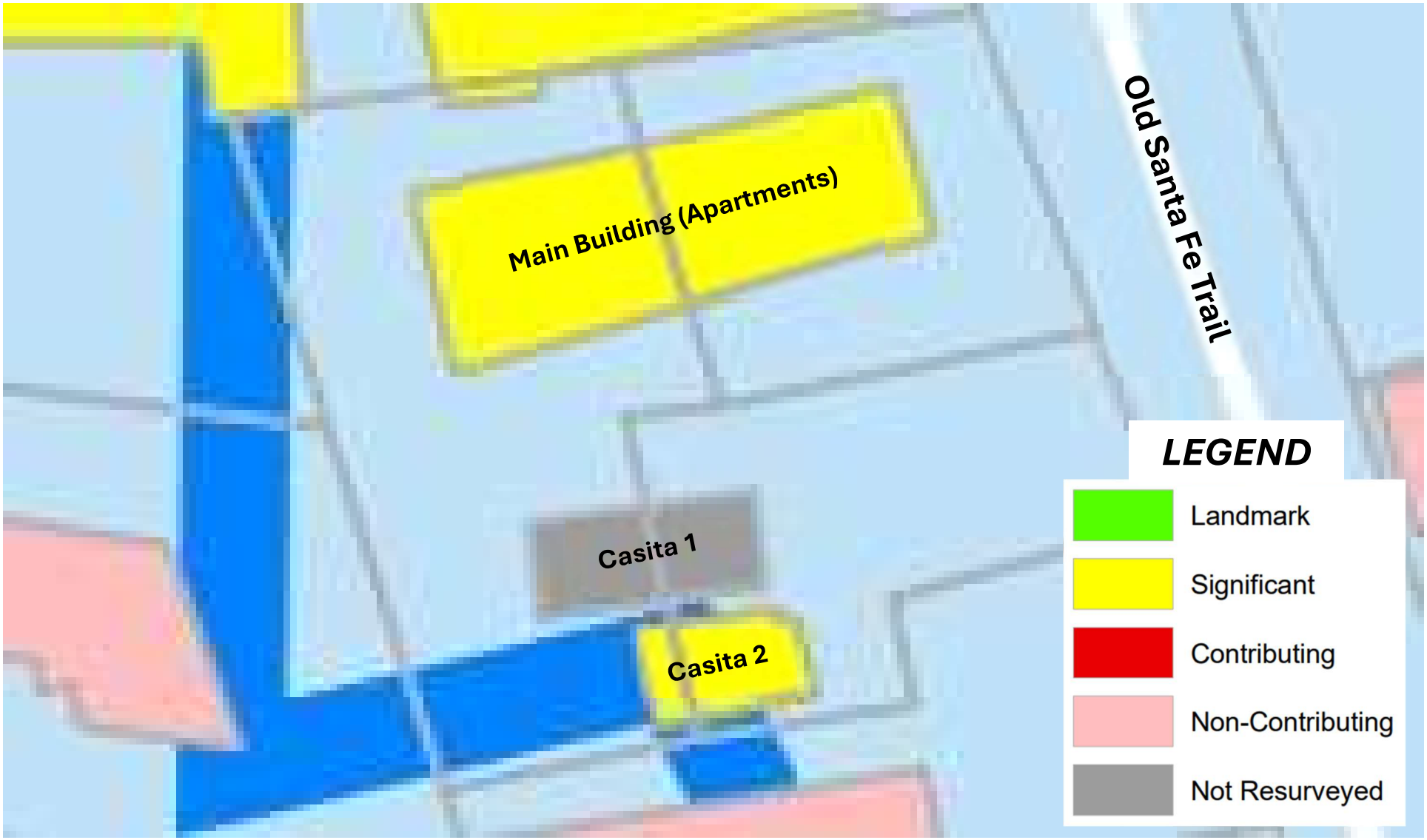

718

EXHIBIT E

City of Santa Fe
Buildings Historic Status

Screenshot:

Status of structures at
718 Old Santa Fe Trail
before 3-12-2024 HDRB hearing



City of Santa Fe Memorandum

To: Mayor Alan M. Webber
Andrea Salazar, City Clerk

From: Christa Hernandez, Youth & Family Services Program Manager CH

Via: Henri Hammond-Paul, Community Health and Safety Director HHP
Julie Sanchez, Youth and Family Services Division Director jjs

Date: December 16, 2024

Re: Request for approval of appointment of Children and Youth Commissioner

The Children and Youth Commission was established to assess the needs of the children and youth within the city of Santa Fe; identify and recommend to the governing body legislation, policies, and programs that promote the healthy development of young people; determine priorities for program development; advocate in the community on behalf of children and youth; and plan short- and long-range improvements for young people by applying a results-based framework, from birth through the age of 21.

The Commission receives three percent (3%) of the gross receipts tax and administers funding to local nonprofits on a three cycle at approximately $1.2 million annually. The Commission works in partnership with the City liaison and the Youth and Family Services Division to provide advice on ways to effectively plan, coordinate, and support child and youth efforts in the Santa Fe community and present a plan to the governing body for approval.

The commission consists of a minimum of 7 residents of Santa Fe County appointed by the Mayor and approved by the Governing Body. As longstanding leaders and advocates for youth in the community, Mrs. Delgado and Mr. Lindahl will bring tremendous experience and a unique perspective to the Children and Youth Commission's efforts to affect overall health, safety and quality of life for all children and youth ages 0-21 in Santa Fe.

The Children and Youth Commission would like to formally submit a recommendation for the reappointment of Co-Chair Chanelle Delgado and Richard Lindahl to the Children and Youth Commission.

Signature: 

Email: jjsanchez@ci.santa-fe.nm.us

Signature: HENRI HAMMOND-PAUL (Dec 16, 2024 15:51 MST)

Email: hmhammondpaul@santafenm.gov

City of Santa Fe Memorandum

To: Mayor Alan M. Webber
Andrea Salazar, City Clerk

From: Christa Hernandez, Youth & Family Services Program Manager CH

Via: Henri Hammond-Paul, Community Health and Safety Director HHP
Julie Sanchez, Youth and Family Services Division Director jjs

Date: December 16, 2024

Re: Request for approval of appointment of Children and Youth Commissioner

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The Children and Youth Commission also oversees the Children, Youth and Families Department (CYFD) Alternatives to Detention grant funding. Pursuant to Section 9-2A-14.1 NMSA 1978, at least one appointee must represent each of the following entities: children's court, district attorney's office, public defender's office, public schools, and local law enforcement. Having at least one member from each of these agencies allows eligibility for funds from the state of New Mexico Children, Youth, and Families Department.

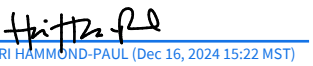
The Commission receives three percent (3%) of the gross receipts tax and administers funding to local nonprofits on a two-year cycle at approximately $1.2 million annually. The Commission works in partnership with the City liaison and the Youth and Family Services Division to provide advice on ways to effectively plan, coordinate, and support child and youth efforts in the Santa Fe community and present a plan to the governing body for approval.

The commission consists of a minimum of 7 residents of Santa Fe County appointed by the Mayor and approved by the Governing Body. As longstanding leaders in the criminal justice and law enforcement sectors, Ms. Conklin and Ms. Silva will bring rich insight and highly relevant experience to the Children and Youth Commission’s efforts focused on youth at risk for arrest.

The Children and Youth Commission would like to formally submit a recommendation for the appointment of Sergeant Dianna Conklin and Danielle Silva per the CYFD guidelines in Sec. 9-2A-14.1 NMSA 1978 to the Children and Youth Commission.

Signature: 

Email: jjsanchez@ci.santa-fe.nm.us

Signature: 

Email: hmhammondpaul@santafenm.gov

Chanelle Delgado

LMSW & Certified Prevention Specialist

[redacted]

OBJECTIVE

I am a dedicated and innovative professional driven by a passion for creating impactful solutions that tackle complex challenges. My flexible and service-oriented approach allows me to adapt to evolving situations and cultivate meaningful connections with others. With proven experience in strategic planning and program implementation, I am committed to designing comprehensive initiatives that effectively reduce and prevent high-risk behaviors. I thrive when faced with obstacles, as they inspire my creativity and enhance my problem-solving capabilities. I am eager to contribute my skills to an organization that values growth and collaboration, where we can make a significant difference in the lives of individuals and the community at large.

KEY COMPETENCIES

- Microsoft Office Applications/grant reporting software's
- Trauma-informed practices
- Public program planning, development, budgeting and management
- Grant development and administration
- Skilled in analyzing programs and services and structuring new programs and improvements.
- Effective communication skills
- Effective in management and supervision of staff
- Establish and maintain effective working relationships with employees, other agencies, and the public.
- Independent worker
- Culturally competent/sensitive
- Facilitation of meetings and training

PROFESSIONAL EXPERIENCE

La Sala Behavioral Health Crisis Center **August 2023 - Present**
Therapist

Provide mobile crisis and crisis center services to community members facing mental health, substance use, or related behavioral health crises. Utilize clinical skills to assess individuals in crisis, identifying contributing behavioral health factors. Assist individuals and families in de-escalating immediate crises and developing tailored treatment plans. Collaborate effectively with other crisis team staff to ensure coordinated service delivery.

Santa Fe County DWI, Teen Court & Youth Services **January 2014 - Current**
Youth Services Administrative Program Manager

Plan, implement, administer, and evaluate community service programs to meet public needs effectively. Conduct assessments to identify community needs and coordinate resources to enhance existing programs. Write and manage grant proposals to secure new funding sources and maintain existing financial support. Prepare, administer, and monitor program budgets, ensuring compliance with administrative guidelines. Analyze and revise policies and procedures to improve program efficiency and effectiveness. Supervise and mentor personnel, including front-line supervisors and program coordinators. Negotiate, administer, and monitor a large volume of contracts to support program objectives. Ensure adherence to all relevant federal, state, and local laws and regulations. Maintain collaborative relationships with community agencies, organizations, and stakeholders to promote public service initiatives. Develop and implement programs to raise community awareness about available services. Research, plan, direct, and evaluate the development of evidence-based services tailored to community needs. Coordinate the efforts of various councils and programs, including the Santa Fe County DWI Planning Council and the Teen Court program. Oversee initiatives to prevent substance use and promote healthy behaviors among youth in Santa Fe County. Collaborate with law enforcement, the judicial system, and community organizations on youth public health and safety issues. Manage initiatives aimed at violence prevention and public awareness campaigns related to substance use.

Santa Fe Public Schools
Educational Assistant

Assisted teachers with lesson preparation and classroom management, supported educational instruction for students, including bilingual learners, maintained a safe environment during non-classroom hours, and communicated student progress to parents.

Private Child Care Provider **August 2009 - 2023**
Self employed

Experienced in transporting and supervising children, organizing educational activities, providing tutoring, resolving conflicts effectively, and collaborating with parents to support children's growth and development.

City of Santa Fe
Summer Recreation Supervisor **2008-2010**
Supervised and coordinated recreational, instructional, and educational programs for children ages 6-12 while managing a staff of approximately 13 aides and assistants, ensuring safety and compliance with policies, effectively resolving conflicts, maintaining open communication with parents, and collaborating with Human Resources on employee-related matters.

EDUCATION

2023 Highlands University
- Obtained Master's Degree in Clinical Social Work
- 2024 obtained License in Social Work (LMSW)

2013 University of New Mexico
- Obtained Bachelors Degree in Psychology
- Obtained Bachelors Degree in Sociology

2008 Santa Fe Community College
- Early Childhood Development

2006 Santa Fe High School
- Obtained High School Diploma

INTERNSHIPS

NEW MEXICO LEAGUE OF WOMEN VOTERS (2021-2022)

Collected and used data to drive and design a youth-specific program for the League. I created a Youth Advocacy Facilitators Manual for an 8-week program for local high school youth. The program aims to empower the youth through weekly trainings that educate youth on the essential skills needed to advocate at the local and state levels. As part of the program, youth will be given the opportunity to engage with policymakers on topics that they feel are impacting them and their community.

LA SALA BEHAVIORAL HEALTH CRISIS CENTER (2022-2023)

Provided mobile crisis and crisis center services to community members experiencing mental health, substance use, or other related behavioral health crises. Utilized clinical skills to assess individuals experiencing behavioral health crises, identifying behavioral health components which have contributed to the crisis. Assisted individuals and family members clinically in de-escalating the immediate crisis and developing a treatment plan to address these needs. Worked as a team with other crisis team staff to provide coordinated services.

REFERENCES



Resume for Richard Lindahl December 12, 2024

I have worked in many capacities for the State of New Mexico, including the Children, Youth and Families Department in the Juvenile Justice Division, the Corrections Department, Governor's Office of Criminal Justice Planning, and the Legislature. For many years I have worked during the Legislative Session as a Committee Bill Analyst, analyzing legislation and organizing the Committee's activities, and answering questions from the public about the activities of the Committee. I have extensive experience as a part-time Hearing Officer for the State, and am a certified mediator.

For several years I have served on the Children and Youth Commission for the City, and would like to continue, for I bring a needed juvenile justice voice to the Commission. I have also provided staff support for several Legislative Committees, for state criminal justice committees appointed by previous Governors, and have extensive managerial experience, having supervised many large bureaus in state government. In addition, I have extensive grant-writing experience, and have also served on many committees evaluating grant proposals.

I am a management consultant, helping community organizations, state agencies and local governments to work together collaboratively to improve juvenile justice operations, and am experienced at providing on-site training and technical assistance to many cities and counties throughout New Mexico, and have trained in several other states juvenile justice topics. Through my consulting work with other cities and counties, I know what programs and services for youth are being offered throughout the state, and which ones are the most helpful to today's youth.

Education: Masters in Business Administration from the University of New Mexico, and a Juris Doctor from the University of Minnesota.

Other interests/activities: I have volunteered at the Interfaith Community Shelter at Pete's Place for many years in a variety of capacities, working with the residents who are homeless, and have also served on the Board of Directors for the Shelter, serving as Chair of the Finance Committee. I am a member of the Santa Fe Centro Rotary Club and a member of the First Presbyterian Church in downtown Santa Fe.

[redacted]

Danielle J. Silva
[redacted]

Objective

Experienced Juvenile Probation Officer I/Community Surveillance Officer, Office Manager and Customer Service Expert seeking to serve The Children and Youth Commission. As this resume shows, I have experience in a fast-paced, customer service-oriented environment. I have several years volunteering in my community and coaching youths of all ages. I believe I can be of value to your team and be an integral part of achieving its objectives.

Skills Profile

- I am an expert in customer service and problem solving.
- I enjoy a fast-paced environment and adapt easily to changing priorities and deadlines.
- I type 75 wpm and have extensive knowledge of computers.
- I proficiently organize and maintain accurate documentation and communications relative to daily activities and events.
- I have mastered my skills in the use of various software applications that include but are not limited to: Windows 10; Office package: Word, Excel, Publisher; and Internet skills.
- I have a combined total of 18-years in an office environment.
- I enjoy challenging assignments and take full advantage of all opportunities for learning and applying new skills.
- I am an active volunteer and coach in the Santa Fe Community.

Experience

Cheerleading Coach, Santo Nino Regional Catholic School, Santa Fe, NM 87507 — **December 2017-Present**

- Coach t**o** A and B Cheer squad of youth ages 5 to 12 years old.

Juvenile Probation Officer I / Community Surveillance Officer (CSO), CYFD Juvenile Justice Division, Santa Fe, NM — **February 2022-Present**

- Supervision of high-risk youth both pre-adjudicated and post-adjudicated misdemeanor and felony cases.
- Assisting in finding and providing referrals for resources in the community.
- Working non-traditional hours that can include weekends.
- Conduct home, school, work, and office visits to ensure compliance with court ordered probation and supervised release requirements.
- Enter data into Family Automated Client Tracking System (FACTS)
- Collaborate with community resources such as schools, service providers and law enforcement.

Administrative Secretary, CYFD Juvenile Justice Division Santa Fe, NM — **February 2021 – February 2022**

- Enter police reports received from law enforcement into the Family Automated Client Tracking System (FACTS) database.
- Sealing of youth records when necessary
- Enter court paperwork including detention/warrant arraignments.
- Schedule preliminary inquiries, send out notices answering dispositions and filing.
- Make daily contact with law enforcement agencies to received delinquent and Family In Need of Services (FINS) reports.
- Entering and assigning referrals to Juvenile Probation Officers (JPO).
- Interacting with our youth and families when they come to the office to check in with their JPO.
- Provide clerical support to the Juvenile Probation Office.

Front Office Manager / Patient Coordinator
Blue Lotus Integrative Healing, Santa Fe, NM
January 2015 – March 2020

- Responsible for opening and closing of the clinic and preparation of treatment rooms and patient files.
- Receive request for appointments via phone, fax, email, text, in person and schedule patients accordingly.
- Check patients in/out and collect copays, deductibles, and cash pay.
- Responsible for collecting insurance information and verification of the patients benefits.
- Maintain accurate documentation, audit files and follow New Mexico State HIPPA regulation.
- Prepare all medical records, billing, and imaging requests.
- Provide strong administrative support to the General Manager, Dr. Sinberg, Dr. Campbell, 5 licensed massage therapists, and the clinic's billing company (5 Star Billing Company).
- Beginning COVID-19 (March 2020) – responsible for cleaning of the clinic (lobby, restrooms, treatment rooms) between each patient and/or hourly.
- Provide superior patient care and customer service catering to the patient's needs.

Administrative Office Manager/Funeral Specialist Intern, Rivera Family Funeral Home, Santa Fe, NM
April 2010 – March 2014

- Manage front office, supervise funeral directors and administrative assistants, and provide support for General Manager.
- Attend annual Administrative Boot Camps and facilitate training for the staff at three funeral homes.
- Organize and meet with families who have lost a loved one to prepare funeral arrangements, obituaries, memorial material, etc.
- Enter and complete Death Certificates with the New Mexico Vitals and Statistics department, as well as communicate with Doctors regarding these Death Certificates.
- Maintain accurate documentation/files and communications relative to NM state law, thanatopractice, daily activities that include: funeral arrangements, prayer/memorial services for funeral directors and the families they serve.
- Attend and facilitate Rosaries, Funerals and Memorial Services.
- Embalming, suture, and cosmetology of deceased for memorial services.
- Served on a team that emphasizes a NO MISTAKES attitude, providing the upmost respect and customer care.
- Accounts Receivables and Accounts Payables
- Type and submit obituaries to various news papers
- Design advertisements, flyers and assist with marketing

Education	**Studies in Social Work with Minor in Political Science** Highlands University, *Las Vegas, NM & Santa Fe, NM* 3.5-years completed	1997- 2001
	Studies in pursuit of degree to meet basic requirements. Santa Fe Community College, *Santa Fe, NM* 1.5-years completed	2000 - 2001
References	• [redacted]	

DIANNA CONKLIN

CHILDREN AND YOUTH COMMISSIONER

CONTACT

[redacted]

[redacted]

Santa Fe, NM 87507

SKILLS

- Team leadership skills
- Community relations
- Patrol procedures
- Judicial procedures
- Patience and persistence
- Criminal law proficiency

PROFESSIONAL SUMMARY

Highly skilled in investigative techniques and criminal analysis, bringing over decade of experience in law enforcement. Knowledgable in case management, evidence collection, and team supervision, ensuring thorough and accurate investigations. Known for being methodical and results-driven, with strong work ethic and commitment to maintaining order and achieving positive outcomes.

EXPERIENCE

November 2024 - Present

Detective Sergeant

City of Santa Fe, Santa Fe, New Mexico

- Manages and supervises complex investigations involving multiple agencies and personnel, utilizing excellent communication and organizational skills.
- Reviews case materials such as witness statements and physical evidence to make informed decisions regarding investigative direction.
- Directs investigators and other law enforcement personnel at crime scenes.
- Prepares work schedules and assigned duties to subordinates.

September 2019 - Present

Use of Force Committee Member

City of Santa Fe, Santa Fe, New Mexico

- Ensures compliance with applicable laws, regulations, codes of conduct, and ethical standards throughout all aspects of operations.
- Reviews prepared reports and video from supervisors and personnel in a group setting to determine if use-of-force incidents are justified, and in compliance with department policy.

August 2017 - Present

Use of Force Instructor

City of Santa Fe, Santa Fe, New Mexico

- Helps students understand difficult concepts with hands-on learning and group projects.
- Facilitates group activities and discussions.
- Provides feedback to students to enhance academic growth.
- Encourages active participation from all students through hands-on activities.
- Prepares class sessions and assignments, helping students grasp course content and integrate learning outcomes.
- Maintains accurate records of student performance data and attendance records.

- Facilitates small group instruction sessions focusing on particular areas of need.
- Provides individual assistance to support struggling learners.
- Teaches courses according to catalog descriptions to meet defined standards and outcomes.
- Assists students in conceptualizing and articulating their use of force decisions.

March 2017 - Present

Defensive Tactics Instructor

City of Santa Fe, Santa Fe, New Mexico

- Collaborates with other instructors to plan courses that effectively address the needs of each individual student.
- Facilitates group discussions to encourage critical thinking about tactical concepts through real-world examples.
- Demonstrates expertise in teaching techniques to ensure effective learning outcomes for students of all ages, and experience levels.
- Provides individualized support for struggling students in order to help them reach their goals.
- Assists senior instructors in developing curriculum for defensive tactics courses.

June 2023 - November 2024

Patrol Sergeant

City of Santa Fe, Santa Fe, New Mexico

- Maintained a high level of knowledge of departmental policies, procedures, laws and regulations related to law enforcement operations.
- Responded to emergency calls; exercised sound judgment in determining appropriate course of action based on established guidelines and protocols.
- Provided direct supervision to subordinate officers; monitored their work performance; provided guidance and direction as needed.
- Spearheaded daily shift briefing to pass on information, perform roll call training, and review events and activities.
- Managed the day-to-day activities of assigned personnel including scheduling, training, discipline and performance evaluations.
- Supervised and coordinated police operations relating to patrol, traffic and investigations.
- Conducted and documented routine inspections of officers' uniforms, equipment and vehicles.
- Reviewed and approved incident and accident reports for assigned personnel.
- Participated in work of department by patrolling city to enforce laws and ordinances.
- Partnered with shift commander to make recommendations regarding improvements or changes in department operations.

July 2019 - June 2023

Auxiliary Crime Scene Technician

City of Santa Fe, Santa Fe, New Mexico

- Ensured compliance with applicable laws and regulations pertaining to evidence collection and storage.

- Prepared detailed reports outlining the findings from crime scene investigations.
- Developed expertise in evidence collection, documentation, and preservation techniques.
- Operated a variety of specialized equipment including digital cameras, fingerprinting tools, blood spatter analysis kits.
- Maintained accurate records of all evidence collected during crime scene investigations.
- Collaborated closely with detectives, prosecutors, medical examiners, toxicologists, and other professionals involved in criminal cases.
- Demonstrated proficiency in the use of advanced forensic technology and techniques for crime scene investigation.
- Assisted law enforcement personnel with executing search warrants and arrests related to criminal activity.
- Testified in court about investigative and analytical methods and findings.
- Examined and analyzed blood stain patterns at crime scenes.
- Documented evidence or crime scenes using photographic or video equipment.

December 2021 - June 2023

Detective

City of Santa Fe, Santa Fe, New Mexico

- Interviewed witnesses, suspects and victims to obtain relevant information.
- Conducted thorough investigations into criminal activities, gathering evidence and developing leads.
- Prepared comprehensive case files for use in court proceedings.
- Organized evidence collected at crime scenes according to established protocols.
- Attended court hearings as necessary to present evidence or testify as an expert witness.
- Maintained knowledge of current laws, regulations, procedures and techniques related to law enforcement.
- Prepared and served search and arrest warrants.
- Prepared reports that detail investigation findings.
- Analyzed completed police reports to determine what additional information and investigative work was needed.
- Testified before grand juries concerning criminal activity investigations.
- Identified case issues and evidence needed, based on analysis of charges, complaints, and allegations of law violations.

January 2018 - December 2021

Patrol Officer

City of Santa Fe, Santa Fe, New Mexico

- Assessed situations quickly and responded appropriately with a high degree of professionalism.
- Arrested suspects based on probable cause while adhering to departmental policies.
- Interviewed witnesses and victims to obtain additional information regarding incidents under investigation.

- Provided emergency medical care to injured persons until paramedics arrived at the scene.
- Interacted positively with citizens during patrols and investigations, providing assistance when necessary.
- Patrolled assigned areas to detect and deter criminal activity, enforce laws, and maintain public order.
- Performed searches of individuals, vehicles, or premises as needed or required by law.
- Executed warrants issued by courts for apprehension of suspects wanted for criminal activities.
- Preserved evidence obtained from crime scenes according to established protocols.
- Attended court hearings related to cases under investigation as needed or requested by prosecutors.

March 2009 - December 2017

Sheriff's Deputy

Torrance County , Estancia, New Mexico

- Developed strong relationships within the community through proactive policing techniques.
- Maintained order and safety by enforcing laws and regulations.
- Assessed and managed volatile situations with a calm, professional demeanor.
- Performed patrol duties such as responding to calls, issuing citations, and making arrests.
- Researched information using computer databases for background checks on suspects.
- Provided courtroom testimony regarding criminal cases involving suspects arrested.
- Investigated complaints, conducted interviews, and collected evidence to support cases and ensure appropriate legal action was taken.

CERTIFICATIONS

- General Police Instructor
- Defensive Tactics Instructor
- Use of Force instructor
- Dealing with the Mentally Impaired Instructor
- De-Escalation Instructor

City of Santa Fe, New Mexico
Memorandum

DATE: **December 10, 2024**

TO: **City Clerks Office**

FROM: **Brian Stinett, Recreation Division Director, MYAB Liaison**

ITEM AND ISSUE:
Recommendation of Landen Kessler to join the Mayors Youth Advisory Board

Background and Summary:

We respectfully recommend Landen Kessler to be appointed to the Mayors Youth Advisory Board. Landen was interviewed and displayed experience, willingness, and the enthusiasm needed to fulfill the position on the Board.

ACTION REQUESTED:
Please approve Landen as an appointed member of the Mayors Youth Advisory Board (MYAB)

CITY OF SANTA FE

APPLICATION FOR CITY OF SANTA FE BOARD, COMMISSION, OR COMMITTEE

***INSTRUCTIONS**: Please complete this form in its entirety. Be sure to include the full title of the Board, Commission or Committee for which you desire consideration. Note the additional requirements listed at the bottom of the second page.*

(For Official Use Only)

***Please note that this application is a public record subject to disclosure.** This application will be active for a period of one year. After one year, it is necessary to file a new application for another year of eligibility.*

Kessler	Landen
Last Name	*First Name*

Mayor's Youth Advisory Board	*District 1*
Name of Board, Committee, or Commission to Which You are Applying for Membership	*District You Live In*

Yes, I am between the ages of 13-21.

County boards, commissions, and committees meet at times mutually satisfactory to the members. Day meetings are more common than evening meetings. Will you be able to schedule your time accordingly? Yes

Tuesday, Wednesday, and Thursday from 4-8pm are unavailable

Please list any time restrictions

What are your principal areas of interest in City Government?

My primary interest in city government is to enhance the quality of life in New Mexico by incorporating a youth perspective on existential issues that pose a daily risk to Santa Fe. I aim to bring about a change that will counter the lack of youth voice in government bills, laws, and overall legislation, thereby creating a viewpoint that is unique to the youth population. My main area of interest within the city government in political ideas is respectively those associated with climate activism, closing the knowledge gap in New Mexico education, and discussing proposals of state security that ensure our health and wellbeing as residents of New Mexico.

List all City Boards, Commissions or Committees of which you are a current member.
Not a current member _☒_

Committee Name	*Date Appointed*

List past City appointments with dates served, and other past or present community or public service appointments.
Not a current member _☒_

Committee/Organization Name	*Dates Served*

What experience or special knowledge can you bring to your area(s) of interest?

I am the president of the Santa Fe High School Youth and Government delegation, where we write bills and critique already standing laws in New Mexico to better the population as a whole. This program allowed me to understand the actual format of bills and laws and how they must be written in precision to best the legislature, leaving me with extensive knowledge on subjects involving technicalities in legislative writing. I have also always been vested within the education of New Mexico after SBG grading systems have been placed in Santa Fe Public Schools, and I continue to stand on climate issues specified in New Mexico. I have extensive knowledge in the area regarding medical and health related issues when the climate isn't taken seriously through multiple national medical conferences and research theses I've been a part of.

Please list community organizations to which you belong:

The Santa Fe Symphony Chorus, YMCA New Mexico Youth and Government, and Santa Fe Opera Young Voices "Opera Makes Sense" programs.

By signing below, I declare that the information provided above is accurate and complete to the best of my knowledge.

Landen Kessler	10/2/2024
Applicant's Signature	*Date*

CONTACT INFORMATION

Note: Personal information may be withheld from public view as allowed by law.

Kessler	Landen	
Last Name	*First Name*	
Mayor's Youth Advisory Board		*District 1*
Name of Board, Committee, or Commission to Which You are Applying for Membership		*District You Live In*
Yes, I am a resident of Santa Fe County.		
Resident of Santa Fe:		

[redacted]	Santa Fe	NM	87508
Home Address	*City*	*State*	*Zip*
[redacted]	[redacted]		
Home Phone	*Email Address*		