



Agenda

Regular Meeting of the Quality
of Life Committee
April 22, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Quality of Life Committee Meeting

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

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

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
6. Public Comment
7. Action Items: Consent Agenda
 - a. Request for Approval of the April 1, 2026, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; maapodaca1@santafenm.gov)

Committee Review:

Quality of Life Committee: 04/22/2026

- b. Request for Approval of an Exclusive Negotiation Agreement to Negotiate the Sale of Midtown Tracts R2-1B to Homewise Inc. for Development as a Mixed-Use Development. (Carly Venditti, Asset Development Manager; cavenditti@santafenm.gov).

Committee Review:

Quality of Life Committee: 04/22/2026

Finance Committee: 04/27/2026
Governing Body: 04/29/2026

- c. Request for Approval of a Professional Services Agreement with the Santa Fe Animal Shelter for Animal Boarding and Care Services In the Total Amount of \$1,927,125 through June 30, 2030. (Ben Valdez; Deputy Chief of Police; bpvaldez@santafenm.gov)

Committee Review:

Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026
Governing Body: 04/29/2026

- d. Request for Approval of a General Services Agreement with Jenoptik Smart Mobility Solutions, LLC for Automated Speed and Noise Enforcement Services In the Total Amount of \$4,000,000 for a Five Year Term. (Ben Valdez, Deputy Chief of Police; bpvaldez@santafenm.gov)

Committee Review:

Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026
Governing Body: 04/29/2026

- e. Request for Approval of Professional Services Agreement with Mesa Vista Wellness dba Earth Spirit Awakening LLC for DUI/Drug Court Programs in the Total Amount of \$238,000 through June 30, 2030. (Justine Hines, Paralegal Municipal Court; jahines@santafenm.gov)

Committee Review:

Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026
Governing Body: 04/29/2026

- f. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$80,000 from FY26 Contributions/Donations to Repair and Maintenance Building/Structure to pay for Landscaping, Pest Control, and other Repair and Maintenance Needs at the Southside Library. (Margaret Neill, Library Division Director; mmneill@santafenm.gov)

Committee Review:

Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026
Governing Body: 04/29/2026

- g. CONSIDERATION OF BILL NO. 2026-10. ADOPTION OF ORDINANCE NO. 2026-____. (Mayor Michael Garcia)
A Bill Approving the Sale of Seven City-Owned Parcels, Located in Las Estrellas in the Northwest Quadrant, Within the City and County of Santa Fe, New Mexico, to Santa Fe Housing Trust for a Total of \$4,490,000.00. (Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

Committee Review:

Governing Body (Introduced): 04/07/2026 (*PENDING WAIVER OF GOVERNING BODY PROCEDURAL RULE IV(B)*)
Public Works and Utilities Committee (Public Comment): 04/20/2026
Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026
Governing Body (Public Hearing): 05/13/2026

- h. CONSIDERATION OF RESOLUTION NO. 2026-_____. (Mayor Michael Garcia)
A Resolution Repealing City of Santa Fe Resolution No. 2001-11, a Joint City/County Resolution Which Sponsored and Supported an Annual Marching Parade on Airport Road in Celebration of Cesar E. Chavez. (Brian Moya, Interim City Manager; bjmoya@santafenm.gov)

Committee Review:

Governing Body (Introduced): 04/07/2026
Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026
Governing Body: 04/29/2026

- i. CONSIDERATION OF RESOLUTION NO. 2026-_____. (Councilor Alma Castro and Councilor Paul Bustamante)
A Resolution Repealing Resolution No. 2003-33; and Adopting New Records Information Management and Retention Policy. (Christina Montoya, Records Management Technician; ccmontoya@santafenm.gov)

Committee Review:

Governing Body (Introduced): 04/07/2026
Quality of Life Committee: 04/22/2026
Governing Body: 04/29/2026

- j. CONSIDERATION OF RESOLUTION NO.2026-_____. (County Commissioner Lisa Cacari Stone, County Commissioner Adam Fulton Johnson, Councilor Alma Castro, Councilor Patricia Feghali, and Mayor Michael Garcia)
A Joint Resolution Directing Staff to Bring Forward an Amendment to the Settlement and Annexation Phasing Agreements to Terminate Phase Three of Annexation, to Waive The City's Right to Challenge Santa Fe County's Designation of a Traditional Historic Community of Agua Fria, and to Convene, With Santa Fe County, the Extraterritorial Land Use Authority to Make Any Necessary Extraterritorial Land-Use Ordinance Changes to Effectuate the City and County's Decision to Terminate Phase Three of Annexation. (Heather Lamboy, Land Use Director; hllamboy@santafenm.gov)

Committee Review:

Governing Body (Introduced): 04/07/2026
Public Works and Utilities Committee: 04/20/2026
Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026

Governing Body: 04/29/2026

8. Action Items: Discussion Agenda
9. Executive Session
10. Matters from Staff
11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: Wednesday May 6, 2026
14. Adjourn

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

**QUALITY OF LIFE COMMITTEE
WEDNESDAY, APRIL 1, 2026, 5:00 PM
CITY COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO**

1. CALL TO ORDER

A meeting of the Quality of Life Committee was called to order on Wednesday, at 5:00 pm, April 1, 2026, by Councilor Castro, Chair, at City Hall, in the City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. ROLL CALL

MEMBERS PRESENT

Councilor Alma Castro, Chair
Councilor Amanda Chavez
Councilor Patricia Feghali
Councilor Jamie Cassutt

MEMBERS ABSENT

Councilor Elizabeth Barrett, excused

OTHERS PRESENT

Marcella Apodaca, Committee Liaison
Manual Sanchez, Interim Community Services Department Director
Heather Lamboy, Land Use Director

3. APPROVAL OF AGENDA

Ms. Apodaca stated that item 7 D has been removed from the agenda.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Cassutt, to approve the agenda as amended.

VOTE The motion passed on a voice vote.

4. APPROVAL OF CONSENT AGENDA

Ms. Apodaca stated that item 7 C has been removed from the Consent Agenda for discussion by Councilors Cassutt and Feghali, and item 7 E has been removed from the Consent Agenda for discussion by Councilor Cassutt.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Cassutt, to approve the Consent Agenda as amended.

VOTE The motion passed on a voice vote.

5. PRESENTATIONS

A. CONSUELO'S PLACE UPDATE

Given

6. PUBLIC COMMENT

Sierra Logan. Ms. Logan spoke about the need for medical respite for homeless folks and that it is provided by Consuelo's Place. It is imperative to the care Presbyterian provides that this service be kept in place.

7. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE MARCH 4, 2026, QUALITY OF LIFE COMMITTEE MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO ITEM #23-0551 MEMORANDUM OF UNDERSTANDING WITH SANTA FE COUNTY TO INCREASE THE COMPENSATION BY \$25,000 FOR A NEW TOTAL AMOUNT OF \$225,000 FOR LOCAL LDWI GRANT FUNDS.

Approved on consent.

C. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH KIWANIS CLUB OF SANTA FE TO PRODUCE THE CITY'S FOURTH OF JULY CELEBRATIONS IN THE TOTAL AMOUNT OF \$885,507 THROUGH APRIL 15, 2030.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Feghali, to approve the request.

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

Councilor Cassutt, yes; Councilor Chavez, yes; Councilor Feghali, yes; Chair Castro, no.

- D. REQUEST FOR APPROVAL OF A LEASE AGREEMENT WITH HOTEL FLORA, LLC TO LEASE 14 PARKING SPACES LOCATED ON THE BOTTOM FLOOR OF THE CITY-OWNED PARKING STRUCTURE, RAILYARD MUNICIPAL GARAGE, LOCATED AT 503 CAMINO DE LA FAMILIA IN THE AMOUNT OF \$1,837.50 PER MONTH FOR THE FIRST YEAR WITH AN INITIAL TERM OF FIVE YEARS AND TWO OPTION TERMS OF FIVE YEARS EACH.**

This item was removed from the agenda.

- E. REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH SANTA FE COMMUNITY HOUSING TRUST FOR MORTGAGE REDUCTION ASSISTANCE IN THE TOTAL AMOUNT OF \$208,072.18 THROUGH SEPTEMBER 30, 2026.**

MOTION A motion was made by Councilor Chavez, seconded by Councilor Cassutt, to approve the request.

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

Councilor Cassutt, yes; Councilor Chavez, yes; Councilor Feghali, yes; Chair Castro, yes.

- F. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) IN THE TOTAL AMOUNT OF \$609,755 FROM THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO GRANTS AND SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENTS FOR GRANT YEARS 2023, 2024, AND 2025 (FEDERAL GRANT MONEY).**

Approved on consent.

- G. CONSIDERATION OF BILL NO. 2026-8. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL AMENDING SECTION 23-6, SFCC 1987 TO REMOVE THE RESOLUTION REQUIREMENT FOR THE PURPOSE OF APPROVING SALES AND CONSUMPTION OF ALCOHOL AT PUBLIC EVENTS ON CITY PROPERTY AND REQUIRING THAT GOVERNING BODY APPROVAL BE RECORDED IN REGULAR GOVERNING BODY MINUTES UPON THE CITY CLERK'S RECOMMENDATION FOR APPROVAL.**

Approved on consent.

- H. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION**

APPROVING THE CONSUMPTION OF BEER AND WINE DURING SITE SANTA FE'S ANNUAL GALA DINNER EVENT ON JULY 1ST, 2026, AT THE RAMADA IN THE RAILYARD PARK, PURSUANT TO SUBSECTION 23-6.2 C SFCC 1987.

Approved on consent.

- I. CONSIDERATION OF RESOLUTION NO. 2026-_____. A JOINT RESOLUTION RECOGNIZING THE VALUE OF PERIODIC JOINT MEETINGS BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE AND ESTABLISHING A FRAMEWORK FOR CONDUCTING THOSE MEETINGS.**

Approved on consent.

8. ACTION ITEMS: DISCUSSION AGENDA

None.

9. EXECUTIVE SESSION

None.

10. MATTERS FROM STAFF

Heard.

11. MATTERS FROM THE COMMITTEE

Heard.

12. MATTERS FROM THE CHAIR

Heard.

13. NEXT MEETING: WEDNESDAY, APRIL 22, 2026

14. ADJOURN

There being no further business before the Committee, the meeting adjourned at 6:22 pm.

Councilor Alma Castro, Chair

Elizabeth Martin

Elizabeth Martin (Apr 8, 2026 12:10:06 MDT)

Elizabeth Martin, Stenographer



Michael J. Garcia, Mayor

DATE: February 25, 2025

TO: Mayor Michael Garcia and Committees: Quality of Life, Finance, and Governing Body

FROM: Carly Venditti, Metropolitan Redevelopment Agency, Deputy Director ^{CAV}

VIA: Brian Moya, Interim City ^{BM} Manager ~~Andrea Phillips~~, Deputy City Manager _{ANDREA PHILLIPS}

ISSUE: Request for Approval of an Exclusive Negotiation Agreement for Midtown Parcel R2-1B

ITEM AND ISSUE:

The Metropolitan Redevelopment Agency respectfully requests your review and approval of an Exclusive Negotiation Agreement to negotiate the sale of Midtown Tracts R2-1B to Homewise Inc. for development as a mixed-use development, (Carly Venditti, Asset Development Manager, cavenditti@santafenm.gov).

BACKGROUND AND SUMMARY:

On March 21, 2025, the Governing Body unanimously approved the sale of real property located at 1600 Saint Michael’s Drive, part of the Midtown Redevelopment Site, through direct disposition, in accordance with Resolution 2021-16. This resolution, which is attached for reference, outlines the City’s strategy for the disposition of property valued over \$25,000.

Approval of this public announcement enables the Metropolitan Redevelopment Agency (MRA) to move forward with the implementation of both the Midtown Master Plan and the Midtown Community Development Plan, collectively referred to as the Midtown Redevelopment Plans.

The MRA initiated a 77-day solicitation period beginning April 4, 2025, and concluding June 20, 2025, during which it received six development proposals. These proposals were evaluated based on criteria established in the Midtown Master Plan and Community Development Plan, as adopted by Resolution 2022-12. The Metropolitan Redevelopment Agency requests the ability to enter into an Exclusive Negotiation Agreement with Homewise Inc.

City Council

Alma G. Castro, District 1
Patricia Feghali, District 1

Elizabeth “Liz” Barrett, District 2
Paul C. Bustamante, District 2

Lee Garcia, Mayor Pro Tem, District 3
Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4
Amanda Chavez, District 4

If approved, this Exclusive Negotiation Agreement will authorize Homewise Inc. to work in partnership with the MRA to develop a Disposition and Development Agreement (DDA) for the final transfer of the property. The Homewise Inc. will also be required to comply with the City of Santa Fe Land Use Code, as well as all applicable local, state, and federal regulations.

Future land use, development standards, and other terms will be formalized through Disposition Agreements. The City retains the authority to apply Deed Restrictions, Covenants, Conditions, and Restrictions (CCRs) to ensure alignment with policy objectives when disposing of property via sale, exchange, or donation. In cases of ground lease disposition, the City may use lease terms to similarly guide land use and policy compliance, while supporting the developer's ability to secure financing.

ACTION: Approval of an Exclusive Negotiation Agreement between the City and Homewise Inc. for negotiation of the sale of Midtown Tract R2-1B for development as a mixed-use development

ATTACHMENTS:

1. Exclusive Negotiation Agreement
2. R2-1B Site Plan & Rendering
3. Resolution 2021-16

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Economic Development/ 212

Munis Org Name/Number: Economic Development/ 2120128

Munis Object Name/Number: Legal Contract/ 510200

Budget Officer / Designee: Andy Hopkins Date: Mar 26, 2026

Budget Officer Comment/Exceptions: _____

CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY
EXCLUSIVE NEGOTIATION AGREEMENT
CITY-OWNED PROPERTY AT THE MIDTOWN SITE

This Exclusive Negotiation Agreement (the “ENA” or “Agreement”) is entered this XX day of XXX, 2026 by and between the following the CITY OF SANTA FE, a municipality chartered under the laws of New Mexico (“City” or “Owner”) and Homewise, Inc. (“Offeror”), collectively the “Parties”.

The Offeror shall be personally involved in the performance of the ENA and serve as the developer and operator of the **Proposed Project** as generally described in the Property Sale or Lease Offer submitted by the Offeror to the City dated May 28, 2025 (the “Offer”).

1. **Purpose.** The Purpose of this Agreement is to provide a due diligence period to undertake feasibility studies and for the refinement and preparation of the Conceptual Development Proposal provided in the Offer. During this time period the City will only negotiate with the Offeror regarding disposition of the Project Parcel, as defined below. The Conceptual Development Proposal, Offer Price, and other terms (the “Development Plans”) are to be refined and developed by the Offeror and negotiated by and between the Offeror and City during the term of this ENA. The negotiation of the terms and conditions between the Parties shall serve as the basis for entering a Disposition and Development Agreement (the “DDA”) for the Project Parcel. Through the term of this Agreement, the City intends to undertake a process in which the Parties engage in a due diligence and negotiation period to ensure the viability of the Proposed Project, and that the Proposed Project is in the best interest of the City.
2. **City Property.** The City owns certain property comprising 64-acres of land and buildings known as the Midtown Site (the “Midtown Site”) with a current address at 1600 St. Michaels Drive, Santa Fe, NM 87505, within Section 34, T.17N., R.9E., N.M.P .M., in Santa Fe County, New Mexico, U.S.A (the “Property”). See **Exhibit A: City Property Map**.
3. **Project Parcel.** The Project Parcel, identified as Tract # R2-1b, is located within the City Property (the “Project Parcel”). The size of the Project Parcel is approximately 3.21 acres or 140,208 square feet. See **Exhibit B: Project Parcel Map**.
4. **Offer Price and Consideration.** The Offeror proposed \$1 (one dollar) for the Project Parcel for consideration by the City, pursuant to the Property Sale or Lease Offer submitted by the Offeror to the City dated May 28, 2025 (the “Offer Price”).
5. **Good Faith Deposit.** Within seven (7) days after the Effective Date of the ENA, the Offeror shall wire transfer to the City in the amount of \$5,000.00 (five thousand dollars) (“Good Faith Deposit”). The Good Faith Deposit shall be non-refundable and may be used by the City to perform necessary due diligence activities and analysis during the ENA period with the Selected Offeror.

- 6.
7. **ENA Due Diligence Deposit.** The Offeror shall make a deposit equal to 100% of Offer Price, (the “ENA Due Diligence Deposit”) which shall be deposited within five (5) business days of full execution of this ENA.

The ENA Due Diligence Deposit shall be fully refundable until the end date of the ENA Due Diligence Period. The City will apply the ENA Due Diligence Deposit to the Offeror’s payment of the final Offer Price agreed to by the Parties. ENA Due Diligence Deposit shall be fully refundable until 5:00pm, Mountain Time, on the last day of the Due Diligence Period.

8. **ENA Due Diligence Period.** The term of this Agreement (the “ENA Due Diligence Period”) shall commence upon execution of this ENA and terminate 365 days from the execution of this ENA.

The ENA Due Diligence Period may be extended in 4-month increments. Extension to the ENA Due Diligence Period is at the City’s sole discretion.

9. **Disposition and Development Agreement.** The Parties shall negotiate a Disposition and Development Agreement for consideration by the City’s Governing Body.

10. **Development Plans/DDA Exhibits.** At a minimum, the DDA exhibits developed by the Offeror during the ENA Due Diligence Period, shall include the following elements of the Development Plans:

- a. Updated Price Offer and Terms
- b. Development Program
- c. Development Schedule and Phasing Plan
- d. Development Capital and Operating Budgets
- e. Schematic Site Plan(s)
- f. Conceptual Architectural Elevation(s)
- g. List of Community Development Plan Requirements and Value-Add Priorities with Cost Estimates

11. **DDA Predevelopment Plans.** The DDA will require a non-refundable Predevelopment Deposit of ten thousand dollars (\$10,000)..

12. **Inspections.** Offeror has inspected or will inspect the Project Parcel or will waive the right to inspect the Project Parcel on or before 5:00pm Mountain Time at the end of the ENA Due Diligence Period. Owner will provide access to the Project Parcel upon Offeror’s request for Offeror, its agents, assigns, consultants, legal counsel, etc., not to be unreasonably refused, and Owner hereby grants Offeror and its agents, assigns, consultants, employees, and contractors permission to go upon the Project Parcel at Offeror's expense to make such survey, tests, and other engineering studies and site analyses as Offeror may require, subject to a minimum five (5) business days written

notice to Owner. Notwithstanding anything to the contrary in this ENA, Offeror shall not conduct any invasive third party testing, including environmental or archeological testing, on the Project Parcel without giving prior written notice to Owner for Owner written approval of the specific activity or scope of work to be undertaken (including, with respect to any invasive testing; a written plan for such testing; the name of the firm to perform such activity and their qualifications; signed contract between Offeror and the contractor; evidence of contractor's required insurance). See **Exhibit C: Insurance Requirements**. The Grantee will restore the Property to the same condition in which it existed immediately prior to the conducting of any inspection or testing, promptly upon completion of each such inspection.

The Grantee will not permit any liens or encumbrances to arise against the Property in connection with or as a result of such Access Studies. The Offeror shall require that all Project Parcel assessments, investigations, reports, studies, and other due diligence documents produced or procured by the Offeror be additionally certified to the City.

13. **Insurance.** Offeror shall secure and submit insurance coverage in a form and amount acceptable to the Owner for Offeror and any contractor performing work at the Property and Project Parcel. See **Exhibit C: Insurance Requirements**.

14. **Other Conditions and Terms.**

- a. Offeror represents that Offeror has full legal authority to enter this ENA. The person executing this contract on behalf of Offeror has the full right and authority to do so, and Offeror will deliver to Owner prior to the execution of this ENA evidence as Owner may reasonably require that Offeror has taken all appropriate corporate action to authorize the Offer.
- b. Offeror shall indemnify, hold harmless, or insure the City, including its officers, employees, and agents, against claims, liability, damages, losses and costs arising from any personal injury or damage to personal property, including attorney fees, to the extent that any such claim, liability, damages, losses, or costs arise out of, or are proximately caused by any act or omission of the Offeror, its officers, employees, agents, representatives, consultants or contractors in furtherance of this Agreement. Nothing in this Agreement shall be construed as an indemnification by the City for any loss, damages, injury, or death arising out of, or proximately caused, in whole or part, by the City, its officials, employees, attorneys, agents, representatives, consultants or contractors. Nothing herein shall obligate or be construed to obligate the City to provide any indemnity, insurance, or other protection for or on behalf of Offeror or any third party.
- c. To the best of Owner's knowledge, there is no condemnation or similar proceeding or legal action of any kind or character whatsoever, affecting the Project Parcel pending, threatened, or contemplated by any governmental authority which will in any manner affect the rights of Offeror upon or after the execution of the DDA.

- d. Owner will provide the Offeror with copies of relevant documents in its possession relating to Project Parcel, including any covenants, conditions, and restrictions, reciprocal easements and parking agreements, copies of tax statements, existing leases, and property or building assessments, if any. Owner shall have no obligation to provide any information to the Offeror that is privileged, confidential, or otherwise not subject to public disclosure.
- e. Offeror shall collaborate and coordinate with the Owner to ensure that Offeror's proposed horizontal development activities are aligned with Owner's planning, design, and construction of the infrastructure and public right of ways, including streets, sidewalks, open spaces, easements, and other related activities. Furthermore, Offeror shall coordinate with Owner regarding the implementation of the Midtown Master Plan into the Offeror's Project Plans with the objective of ensuring consistency with development and design guidelines, intents, and requirements described in the Midtown Master Plan.
- f. To the best of Owner's knowledge, there is no condemnation or similar proceeding or legal action of any kind or character whatsoever, affecting the Project Parcel pending, threatened, or contemplated by any governmental authority which will in any manner affect the rights of Offeror upon or after the execution of the DDA.
- g. Owner will provide the Offeror with copies of relevant documents in its possession relating to Project Parcel, including any covenants, conditions, and restrictions, reciprocal easements and parking agreements, copies of tax statements, existing leases, and property or building assessments, if any. Owner shall have no obligation to provide any information to the Offeror that is privileged, confidential, or otherwise not subject to public disclosure.
- h. Offeror shall collaborate and coordinate with the Owner to ensure that Offeror's proposed horizontal development activities are aligned with Owner's planning, design, and construction of the infrastructure and public right of ways, including streets, sidewalks, open spaces, easements, and other related activities. Furthermore, Offeror shall coordinate with Owner regarding the implementation of the Midtown Master Plan into the Offeror's Project Plans with the objective of ensuring consistency with development and design guidelines, intents, and requirements described in the Midtown Master Plan.
- i. During the ENA Due Diligence Period, Owner and Offeror shall negotiate terms for any public infrastructure improvements that directly impact the Offeror's Development Plans. Agreed upon terms shall be included in the DDA.
- j. In the context of this Agreement, the City Manager may act on behalf of the Owner for extensions, notice, access.

15. Survey. Owner at Owner's expense shall provide any surveys in Owner's possession that include the Project Parcel within 30 days after execution of the ENA.

Offeror at Offeror's expense shall have the right to order a survey to expedite due diligence. Offeror shall be responsible for surveys to create additional parcels within the Project Parcel.

16. **Expenses.** Offeror shall pay its due diligence, inspections, legal review, appraisal, loan fees, environmental inspections, architecture and engineering fees, survey acceptable to financial institution requirements, and other expenses associated with this ENA.

17. **Exclusivity.** Upon execution of this ENA, both Offeror and Owner agree to negotiate in good faith, and Owner shall not entertain any other offers for the Property for the term of this ENA.

18. Termination.

- a. Failure to Pay Deposits. If Offeror fails to timely pay the Deposits this Agreement shall automatically terminate without further action by either Party.
- b. Execution of DDA. If a DDA is executed by the Parties relating to all or part of the Project Parcel during the ENA Due Diligence Period or any extensions, then this ENA shall terminate upon execution of said DDA with respect to the portion, or all, of the Project Parcel subject to the DDA.
- c. Discretionary Termination by a Party. If either Party concludes at any time in its sole discretion that (a) the Proposed Project is not feasible, or (b) that the negotiations are unlikely to result in the execution of mutually agreeable DDA, then such Party may terminate this Agreement by delivering written notice thereof to the other Party.
- d. Expiration of Term. Unless sooner terminated as provided above, this Agreement shall terminate upon expiration of the ENA Due Diligence Period hereof without further action by either Party.
- e. Termination for Default. Prior to expiration of the ENA Due Diligence Period, the City, in addition to the exercise of any other rights or remedies it may have, may terminate this Agreement upon the occurrence of a material default by the Offeror, and Offeror's failure to cure such default within thirty (30) days after notice thereof from the City. Default shall be evidenced by Offeror's failure to timely or satisfactorily perform the due diligence activities as described above to refine and develop final development plans and offer terms.
- f. The Parties recognize communicating regarding obstacles to performance is paramount. Should unpredicted, unforeseen, acts of nature, disaster, or emergency, beyond the reasonable control of either of the Parties, cause either party to be unable to perform, the relevant Party shall alert the other as soon as possible, including the consideration of amendments to this Agreement to allow performance. If amending the Agreement to address the inability to perform is not possible, the affected Party may terminate this Agreement without further obligations.

19. Limitation on Effect of Agreement.

This Agreement does not obligate Owner or Offeror to enter a DDA for the disposition or development of the Property. Offeror understands and agrees that any proposed DDA resulting from the negotiations between Offeror and Owner pursuant to this ENA shall become effective only if and after such DDA has been approved by the City's Governing Body, acting in its sole and absolute discretion, and executed and delivered by both Owner and Offeror.

Offeror understands and agrees that this ENA does not indicate and does not imply that Owner, acting as a regulatory or permitting authority, has hereby granted, or is obligated to grant, any approval or permit that is required by law for the disposition of the Project Parcel or the development of the Project Parcel as contemplated by this ENA.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.]

Acknowledged and Agreed to:

OFFEROR ENTITY: Homewise, Inc.

By: Johanna Gilligan

Date: Mar 3, 2026

Johanna Gilligan, Homewise Inc., President

Acknowledged and Agreed to:

OWNER:

City of Santa Fe, New Mexico,

a Municipal Corporation of the State of New Mexico

CITY OF SANTA FE:

MICHAEL GARCIA, MAYOR

DATE

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martínez
Marcos Martínez (Mar 3, 2026 15:05:35 MST)

MARCOS MARTINEZ, INTERIM CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR



To: Finance Committee, Governing Body

From: Daniel Hernandez, Director, Metropolitan Redevelopment Agency DH
DH

CC: Mark Scott, City Manager MS
MS

Date: March 21, 2025

Re: Public Announcement: Midtown Real Property for Sale or Lease Pursuant to Resolution 2021-16

Pursuant to Resolution 2021-16 (attached), the Metropolitan Redevelopment Agency (MRA) seeks approval from the City of Santa Fe Governing Body to publicly announce that certain parcels of city-owned real property at the Midtown Site are available for sale or lease.

Disposition and development of the Midtown Site parcels are pursuant to the Midtown Master Plan and the Midtown Community Development Plan approved by the City's Governing Body. The Midtown Site address is 1600 St. Michaels Drive, Santa Fe, NM. The specific tracts associated with this public offer are: Tract H-1a; Tract J-1a; J-1b; Tract K-1b; Tract M-1a; Tract M-1b; Tract Q-1a; and Tract R2-1b within Projected Section 34, T.17N, R.9E, N.M.P.M., as described in Survey: Lot Split to Create Tracts, Midtown Site, Santa Fe County, NM. November 2024. This public offer will be open until June 20, 2025, which may be extended at the City's sole discretion.

These tracts were identified as redevelopment parcels in the Midtown Master Plan, and do not include tracts with existing buildings identified for rehabilitation and reuse or public open spaces identified in the Midtown Master Plan, specifically, the Visual Arts Center (Tract K-1a; Tract P-1b), Santa Fe Art Institute (Tract P-1a), the Greer Garson Performing Arts Theater (Tract R2-1a), the Fogelson Library Complex (Tract Q-1b), the Arroyo Park area (Tract H-1b), the Midtown Plaza area (Tract N-1; Tract L-1b), the six tracts in development pursuant to an approved and executed Disposition and Development Agreement between the City and the developer, Aspect Studios, for the redevelopment and expansion of film and multi-media production studios in a mixed-use film zone (Tract F-1b; Tract G-1; Tract J-1a; Tract J-1b; Tract L-1a; Tracts F-1a), or the state-owned parcel (Tract O).

Affordable housing parcels will be identified within the following tracts, which will require future subdivisions: Tract M-1a; Tract M-1b; Tract Q-1a; Tract R2-1b.



- The MRA will take the following steps to distribute the public announcement: Publish the announcement one or more times in a newspaper that maintains an office in Santa Fe and is of general circulation within the city.
- Issue press releases to local and regional newspapers, as well as real estate development industry publications.
- Post public announcement directly to developers and through professional associations that include developers as members.
- Conduct presentations and site tours for developers and related professionals and associations, such as architects, investors, and real estate professionals.
- Collaborate with the Office of Economic Development and Office of Affordable Housing to circulate public announcement to, and meet with, interested developers, including affordable housing developers.
- Collaborate with Urban Land Institute to circulate and post announcements to regional and national chapters and members
- Update the city's MRA website to provide developer access to documents and materials regarding redevelopment plans, parcel information, and contact information for interested developers to discuss and present development proposals.

Approval of the public announcement will allow the MRA to proceed with the implementation of the Midtown Master Plan and the Midtown Community Development Plan, together the Midtown Redevelopment Plans. The Midtown Community Development Plan provides guidance for the disposition of city-owned real property. (*Disposition of City Property and Development of Land at Midtown, page 26, January 25, 2023*)

1. How land will be disposed of and developed at Midtown.

Disposition at Midtown may be through a sale, lease, exchange, or donation using competitive Solicitations (Solicitations, also called Request for Proposals or RFPs) or Direct Negotiation (Direct Negotiations) processes, whichever benefits the City and the development of the project. These disposition processes shall be initiated by the City through the MRA or Economic Development Division. Solicitations and Direct Negotiations will include the project description, the public vision and goals for the project, strategies listed in this Community Development Plan (as may be applicable to the proposed project), a scope of work to which the respondent must acknowledge and describe their approach for



undertaking the scope of work; as well as an economic and financial analysis for developing and operating the completed project.

Selected offerors must demonstrate excellence in the following areas:

- Experience on similar projects
- Capacity to undertake the scope of work
- Qualifications of project team members
- Economic analysis and financial approach and ability to secure financing

2. How the City will ensure the objectives of the plans when it sells or leases land.

The City will evaluate the disposition proposal to determine which disposition transaction is advantageous to the City and the development of the project. Land use, development performance, and other terms will be included in, and pursuant to, Disposition Agreements (Disposition Agreements).

The City may use Deed Restrictions, Covenants, Conditions and Restrictions (CCRs), and/or Development Agreements, accompanied with Plan Restrictions, to restrict and require certain land uses and accomplish other policy objectives if disposing of the parcel through a sale, exchange, or donation.

If disposing of a land parcel through a ground lease, the City will use lease terms to restrict and require certain land uses and achieve policy objectives through the ground leases while ensuring the developer can secure the necessary financing for the proposed development.

Attachments:

1. Resolution 2021-16
2. Public Announcement

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-16

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia

Councilor Renee Villarreal

Councilor Carol Romero-Wirth

Councilor Signe I. Lindell

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, Governing Body approval and a bill presented at a public hearing are required for an offeror to purchase City property having an appraised value in excess of twenty-five thousand dollars (\$25,000); and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

WHEREAS, the Governing Body and staff work together to evaluate assets and staff seeks policy guidance from the Governing Body; and

WHEREAS, staff have expertise in real property transactions and in evaluating development strategies to maximize City interests; and

WHEREAS, the Governing Body has developed policy priorities for the use of certain

1 City-owned land, buildings, and other real property; and

2 **WHEREAS**, Santa Fe City Code sole guidance on real property sales is contained in
3 Section 11-10.2 which cites to statutory authority (NMSA 1978, § 3-54-1), or as otherwise provided
4 by law; and

5 **WHEREAS**, NMSA 1978, Section 3-54-1 sets forth the statutory process for selling
6 municipal utility facilities and other real property subject to a required referendum period; and

7 **WHEREAS**, City-owned land, buildings, and other real property are public property; and

8 **WHEREAS**, the Governing Body understands the importance of holding executive
9 sessions for sales of City-owned land, buildings, or other real property.

10 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
11 **CITY OF SANTA FE** that the Governing Body shall hold an executive session to discuss a
12 proposed sale when recommended by staff.

13 **BE IT FURTHER RESOLVED** that, if staff does not recommend an executive session,
14 then staff will provide a public presentation regarding the reasons for the recommended sale of
15 City-owned land, buildings, or other real property.

16 **BE IT FURTHER RESOLVED** that, regardless of whether or not the Governing Body
17 holds an executive session, prior to the City announcing the sale of any City-owned land, buildings,
18 or other real property that has a value that exceeds \$25,000, the Governing Body shall vote to
19 approve a proposed announcement that includes the address, name, and description of the relevant
20 property during a public meeting.

21 **BE IT FURTHER RESOLVED** that the Governing Body shall review this Resolution
22 within three (3) years of the date of adoption to evaluate the efficacy of the process it establishes.

23 **BE IT FURTHER RESOLVED** that this Resolution shall apply to properties that are not
24 already announced as “for sale” at the time of the adoption of this Resolution.

25 **PASSED, APPROVED, and ADOPTED** this 10th day of March, 2021.

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ALAN WEBBER, MAYOR

ATTEST:



Kristine Mihelcic (Mar 14, 2021 10:36 MDT)

KRISTINE MIHELIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-16 GB Approval for Offering of Public Land for Sale

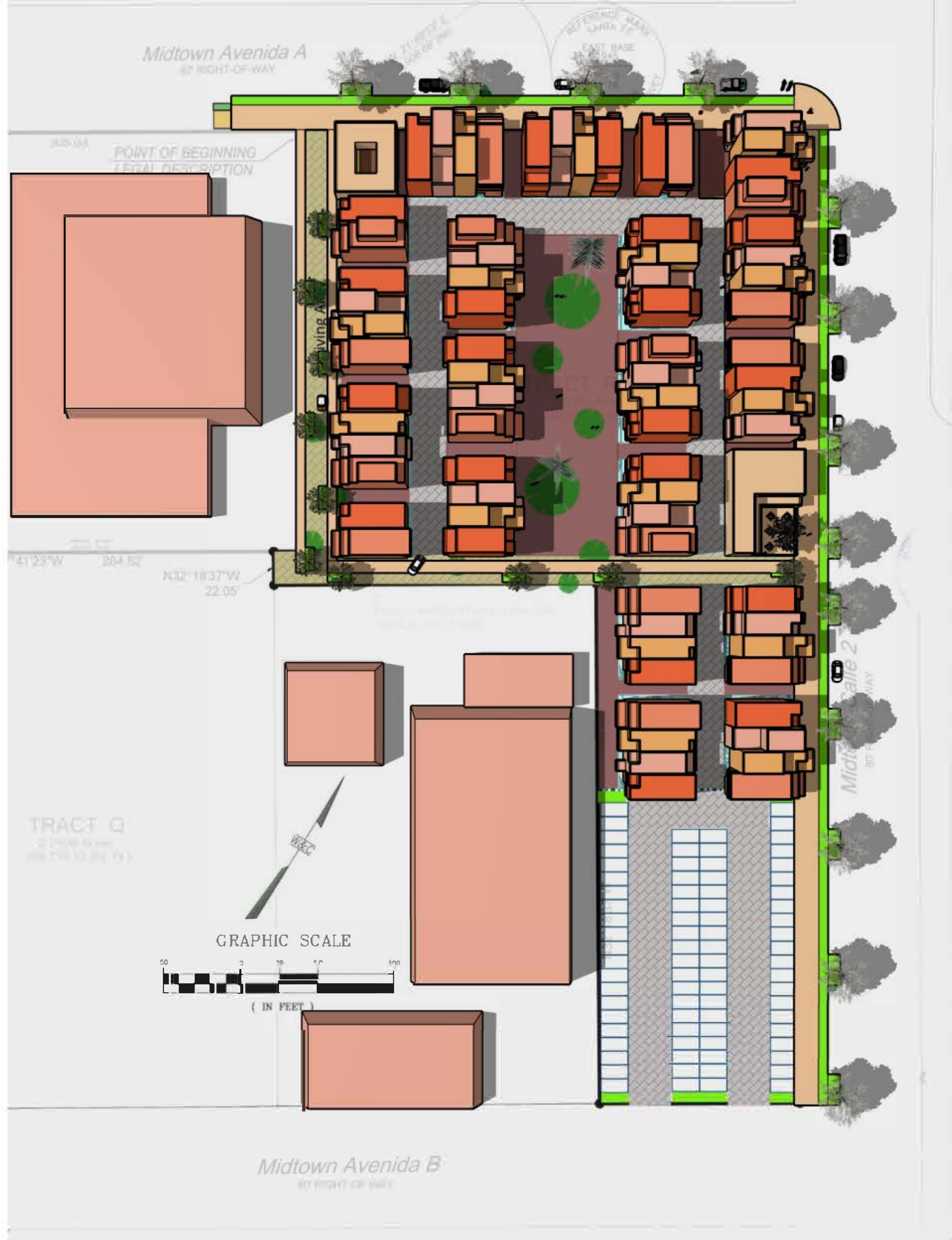
ANNOUNCEMENT OF PUBLIC SALE OR LEASE

The City of Santa Fe Metropolitan Redevelopment Agency hereby publicly announces that certain city-owned real estate parcels, all or portions thereof, at the Midtown Site are available for purchase or lease. Disposition and development of the Midtown Site parcels are pursuant to the Midtown Master Plan and the Midtown Community Development Plan approved by the City's Governing Body. The Midtown Site address is 1600 St. Michaels Drive, Santa Fe, NM. The specific tracts associated with this public offer are: Tract H-1a; Tract J-1a; Tract J-1b; Tract K-1b; Tract M-1a; Tract M-1b; Tract Q-1a; Tract R2-1b within Projected Section 34, T.17N, R.9E, N.M.P.M., Midtown Site, Santa Fe County, NM, November 2024.

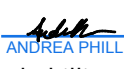
Address requests for information regarding the purchase or lease of Midtown Site parcels to Jack Kelley, MRA Redevelopment Manager, at jekelley@santafenm.gov. This public offer is open until June 20, 2025, which may be extended at the City's sole discretion

Signature: Daniel Hernandez
Daniel Hernandez (Mar 21, 2025 11:48 MDT)
Email: dahernandez@santafenm.gov

Signature: Mark Scott
Mark Scott (Mar 21, 2025 12:20 MDT)
Email: mscott@santafenm.gov



Signature: *Carly Vandetti*
Email: cavenditti@santafenm.gov

Signature: 
ANDREA PHILLIPS (Mar 27, 2026 08:53:42 MDT)
Email: akphillips@santafenm.gov

Signature: *B. J. MOYA*
Email: bjmoaya@santafenm.gov


Packet - R21B - Homewise ENA + Reso + Site Plan

Final Audit Report

2026-03-27


Created:	2026-03-26
By:	Melissa Velasquez (mrvelasquez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbqa3xAFJ7RI9pQzC-0rdTtUiw6oPkPHo

"Packet - R21B - Homewise ENA + Reso + Site Plan" History

-  Document created by Melissa Velasquez (mrvelasquez@santafenm.gov)
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-  Document emailed to Carly Venditti (cavenditti@santafenm.gov) for signature
2026-03-26 - 6:45:10 PM GMT
-  Email viewed by Carly Venditti (cavenditti@santafenm.gov)
2026-03-26 - 6:45:22 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Carly Venditti (cavenditti@santafenm.gov)
Signature Date: 2026-03-26 - 6:45:36 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
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-  Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
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-  Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)
2026-03-26 - 8:13:41 PM GMT- IP address: 104.47.64.254
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Signature Date: 2026-03-27 - 2:53:42 PM GMT - Time Source: server- IP address: 63.232.20.2



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2026-03-27 - 3:57:14 PM GMT- IP address: 63.232.20.2

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

Signature Date: 2026-03-27 - 3:58:53 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2026-03-27 - 3:58:53 PM GMT

The Purchasing Memo

Date: April 14, 2026

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

Via: Thomas Grundler, Interim Chief of Police THOMAS J GRUNDLER
THOMAS J GRUNDLER (Apr 14, 2026 13:58:15 MDT)

From: Ben Valdez, Deputy Chief of Police B. Valdez, DC
B. Valdez, DC (Apr 14, 2026 13:57:13 MDT)

Subject: Santa Fe Animal Shelter Contract – RFP 25157

Vendor Name: Santa Fe Animal Shelter and Humane Society

Munis Vendor Number: 1521

ITEM AND ISSUE:

The Police Department respectfully requests your review and approval of a Professional Services Agreement with the Santa Fe Animal Shelter for animal boarding and care services in the total amount of \$1,927,125 through June 30, 2030.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260395.

BACKGROUND AND SUMMARY:

The original contract, City Clerk's #25-0011, was executed on January 14, 2025, as an emergency agreement. During the contract term, a Request for Proposals (RFP) was issued and remained under evaluation during the following amendments:

Amendment #1, executed on August 8, 2025, increased the contract compensation by \$150,000 and extended the term by six months, establishing a new expiration date of February 5, 2026.

Amendment #2, executed on December 16, 2025, increased the compensation by \$152,289.

Amendment # 3, executed on February 5, 2026, increased the contract amount by \$136,800 and extended the term by three months, establishing a new expiration date of May 5, 2026, and total contract amount of \$567,089.

Through constructive collaboration between the City of Santa Fe and the Santa Fe Animal and Humane Society both parties have worked together to improve the contract to meet current needs and continue to provide the best level of service with the available funding for this contract. A multi-year contract has been agreed upon which upon approval will be effective in May 2026 through June 2030.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Law Enforcement/223

Munis Org Name/Number: Police Administration/2230310

Munis Object Name/Number: Service Contracts/510310


Budget Officer / Designee: Andy Hopkins Date: 04/15/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

RFP # 25157/ Animal Shelter and Care

Chief Procurement Officer (CPO)/Designee:  Date: 04/15/2026

AP CPO Comment/Exceptions: _____
AP/PA 11 2007 09 21 14 007

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Professional Services Contract

Determination

COI



PROFESSIONAL SERVICES CONTRACT

Animal Shelter and Care

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Santa Fe Animal Shelter and Humane Society, 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 Contract 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- RFP; 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 Contract; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

A. The City Shall:

1) Contact owners of animals collected by the City, as required by Section 5-7.1 SFCC 1987. Animals include domesticated and stray dogs and cats for the purposes of this contract. The City shall make all reasonable attempts to return the animal to their owner before impounding the animal.

2) Mark all City Animal Services vehicles with a "City of Santa Fe" designation to identify and differentiate them from Contractor's vehicles. Only utilize personal protective equipment and supplies provided by the City of Santa Fe.

3) Complete in writing, information on the impound cards including the time and exact location at which the animal was impounded. At time of intake, it will be noted if the animal has been cited or will be issued an active citation such as “dangerous dog” or “vicious dog.”

4) Regarding animal bite cases, supply upon intake, complete and sign a Bite Case Quarantine form, along with the regular impound card. If the owner of the animal is known and present at the time of impound, the form will be completed and signed by the owner. If the owner is known and is not present at the time of impound, the City will complete the form with the information, but without the signature.

5) The City assumes responsibility for expenses for any animal brought into the Shelter by the City Animal Services Officers that requires services outside of the Contractor's regular business hours, scope of capability, or level of overnight care. Cases brought in after 4:30 PM may require transport and overnight care at a veterinary emergency facility, upon discretion of the Animal Services Officer with the City being responsible for expenses incurred. The City accepts the Contractor's business hours may be changed at the Contractor's discretion. Contractor will inform the City in writing at least ten (10) days before any such changes are implemented. In the event of delayed opening or early closing due to inclement weather, a manmade or natural disaster the Contractor shall immediately inform the Animal Services Supervisor of the delayed opening or early closure.

6) The City will have an Animal Services Officer available at the Shelter during regular operating hours to accept a stray domestic animal found within the Santa Fe City limits by a person who is not the owner of the animal and to complete the detailed intake documentation.

7) The City will have an Animal Services Officer available at the Shelter during regular operating hours to complete the release of an impounded animal being held at the Contractor's facility under this contract to their owner.

8) Deliver to the Contractor the remains of deceased animals for cremation disposal by the Contractor and pay the rate established for cremation per Article 1, paragraph B11 of this Contract. The Animal Services Officer shall completely and legibly record each deceased animal on the City Carcass Log when placing an animal in the freezer.

9) The City reserves the right to utilize other vendors for veterinary care as needed.

10) The City reserves the right to utilize its own internal services when deemed appropriate.

11) The City will be solely responsible for licensing animals in the City of Santa Fe pursuant to Section 5-5.6 SFCC 1987. The City of Santa Fe retains the express right to determine the licensing fee.

12) The City will collect and retain all animal boarding fees and costs during the stray and legal hold period.

B. The Contractor shall provide the following services for the City as requested by the city:

1) Comply with all provisions of law and regulations as set forth in Chapter "V" of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance, and as thereafter amended.

2) Operate and maintain an animal shelter as an animal housing facility for the benefit of the citizens of the City. Carry out all duties relating to rabid and biting animals, including, in the case of live animals,

confining the animal and determining the immunization status, and in the case of dead animals, preparing and delivering such an animal to the New Mexico Department of Public Health or other approved facility in order that the department may arrange for laboratory determination of whether or not such animal is infected with rabies. All bite cases shall be reported to the City and the animal confined under supervision of the City.

3) Accept up to one thousand six hundred and twenty (1,620) stray dogs, cats and other approved domestic small animals per year that are brought to the animal shelter by the City's Animal Services, provided these animals do not exhibit any symptoms of rabies or other dangerous disease.

a) Upon the arrival of an impounded domestic animal, the owner has two (2) hours to claim and retrieve their animal from the shelter, which will result in no impound cost to the owner, the City and the Contractor. In addition, if a domestic animal is claimed within two (2) hours, the impound will not count against the number of stray animals accepted by this agreement.

b) If the number of stray animals exceeds one thousand six hundred and twenty (1,620) in a given year, the City will be billed separately at the Contractor's daily impound rate, currently fifty dollars (\$50.00) per day, per animal.

4) All healthy feral cats (as determined by the Contractor) will be sterilized and returned to the location where they were found, delivered to another managed cat colony or considered for adoption. Feral cats will not count towards the annual number of animals accepted by this agreement. The number of feral cats that are sterilized and released will be provided in the monthly report by the Contractor.

5) Animals other than dogs and cats may be accepted by the animal shelter at the Contractor's exclusive discretion. Before other animals are accepted by the Contractor, the City must obtain explicit approval from the Contractor in each case. If the Contractor declines to accept these animals, the City will find housing for these animals other than the Contractor.

6) Hold all animals brought to the animal shelter by the City, which remain unclaimed, in accordance with the provisions as set forth in Section 5-7.1 SFCC 1987, unless for humane reasons, the Contractor's veterinarian determines that euthanasia is appropriate prior to that time. The date of impound counts as day one for City Impounded animals when calculating hold periods. After the expiration of the legal holding time, all animals become the property of the Contractor.

7) Holds on animals beyond the legal stray holding time, including but not limited to animals held in the course of investigations, will be billed separately at the Contractor's daily impound rate of forty-five dollars (\$45.00) per day, per animal. The Contractor reserves the right to refuse extended stays for animals whose quality of life is compromised or who cannot humanely be cared for in the Contractor's facility as determined by the Contractor.

8) Provide monthly status reports, as well as individual animal records to the City.

9) Contractor will not be required to board beyond the stray hold period animals for impoundment from an Animal Services Officer, which the Animal Service Officer indicates are to be held as evidence in a pending legal proceeding such as a hoarding case or other criminal case. Contractor may accept such animals beyond the stray holding period on a case-by-case basis based on boarding availability.

10) Provide medical care under the direction and authority of the Contractor's licensed veterinarian. Decisions regarding all medical care, including the treatment of animals, rest with the Contractor's licensed veterinarian. Animals will not be euthanized within the animal holding period unless medically necessary.

Decisions regarding medically necessary euthanasia of suffering animals impounded by the Animal Services Officer and being held at the Contractor's facility rest with the Contractor's licensed veterinarian. The Contractor shall notify the Animal Services Supervisor no later than the next business day of euthanasia or sedation of any animal administered prior to the completion of the hold period.

11) Be responsible for the storage and disposal by cremation of remains received from an Animal Services Officer (ASO) that are deceased upon arrival to the contractor's facility as per Article 1, paragraph A8. The Contractor shall provide and maintain a freezer on the premises for the appropriate storage of remains of deceased animals during the Stray Hold and remains identification period. The agreed upon rate for disposal of remains by way of cremation are based on the following fee scale:

- a) Under 25 lbs. - \$50.00
- b) 25 lbs. to 75 lbs. - \$70.00
- c) 76 lbs. to 125 lbs. - \$100.00

2. STANDARD OF PERFORMANCE; LICENSES

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to Animal Shelter and Care for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.
- B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. COMPENSATION

- A. In consideration of its obligations under this Agreement, the total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$1,927,125, and exclusive of additional boarding and cremation charges described in Article 1, paragraph B3, B7 and B11 of this Agreement, in accordance with the following schedule:
 - 1) May 1, 2026, through June 30, 2026: \$38,542.50 per month.
 - 2) July 1, 2026, through June 30, 2030: \$38,542.50 per month / shall not exceed \$462,510.00 per fiscal year.
- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

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

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2030 unless terminated pursuant to the Termination and Appropriations Articles of this Contract.

5. 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.
- a. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - b. 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.
 - c. 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 the "Appropriations" Article, 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.*

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, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. AMENDMENT

- A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in "Term" herein, or to agree to the reduced funding.

15. ENTIRE AGREEMENT

This Contract, 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 Contract, 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 Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. MERGER

This Contract incorporates all the Contracts, 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# 25157 - Animal Shelter and Care and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract 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

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.

22.1. COMMERCIAL GENERAL LIABILITY

A. insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$1,000,000 per occurrence 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. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets within their care, custody, or control.

22.2. BROADER COVERAGE AND LIMITS

for 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.

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, proceedings, 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, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity,

do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. 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: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Santa Fe Police Department Ben Valdez Deputy Chief of Police 2515 Camino Entrada Santa Fe, NM 87507 bpvaldez@santafenm.gov 505-955-5040	To the Contractor: Santa Fe Animal Shelter & Humane Society, Inc. 100 Caja Del Rio Santa Fe, NM 87507 finances@sfhumanesociety.org 505-983-4309
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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 Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City'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 Contract and under law or equity.

32. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract 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 Contract 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 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 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 Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

CONTRACTOR:

SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY, INC.

MICHAEL GARICA
MAYOR

Jackie Roach
Jackie Roach (Apr 14, 2026 17:15:44 MDT)
JACKIE ROACH
CHIEF EXECUTIVE OFFICER

DATE: Apr 14, 2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Christopher Ryan
Christopher Ryan (Apr 14, 2026 18:36:35 MDT)

CHRISTOPHER RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Andrea Phillips
ANDREA PHILLIPS (Apr 15, 2026 14:44:46 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

RICO, TARA R.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Monday, February 17, 2025 12:51 PM
To: RICO, TARA R.
Cc: Purchasing DET
Subject: Re: Determination- Animal Services

Categories: Printed

Professional services.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

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



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

On Feb 17, 2025, at 12:12 PM, RICO, TARA R. <trrico@santafenm.gov> wrote:

Hello,

Please provide a determination for the following services.

1. *Comply with all provisions of law and regulations as set forth in Chapter "V" of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.*
2. *Operate and maintain an animal shelter as an animal housing facility*
3. *Accept stray dogs, cats and other approved domestic small animals per month that are brought to the animal shelter by the City's Animal Services, provided these animals do not exhibit any symptoms of rabies or other dangerous disease.*

4. *All healthy feral cats (as determined by the Contractor) will be sterilized and returned to the location where they were found, delivered to another managed cat colony or considered for adoption.*
5. *Animals other than dogs and cats may be accepted by the animal shelter at the Contractor's exclusive discretion. Before other animals are accepted by the Contractor, the City must obtain explicit approval from the Contractor in each case. If the Contractor declines to accept these animals, the City will find housing for these animals other than the Contractor.*
6. *Hold all animals brought to the animal shelter by the City, which remain unclaimed, in accordance with the provisions as set forth in Section 5-7.1 SFCC 1987, unless for humane reasons, the Contractor's veterinarian determines that euthanasia is appropriate prior to that time.*
7. *Holds on animals beyond the legal stray holding time, including but not limited to animals held in the course of investigations, will be billed separately at the Contractor's*
8. *Provide medical care under the direction and authority of the Contractor's licensed veterinarian. Decisions regarding all medical care, including the treatment of animals, rest with the Contractor's licensed veterinarian.*
9. *Be responsible for the storage and disposal by cremation of remains received from an Animal Services Officer (ASO) that are deceased upon arrival to the contractor's facility*



*Tara R. King, Project Specialist
Santa Fe Police Department
2515 Camino Entrada
Santa Fe NM 87507
505-955-5004*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2026

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

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

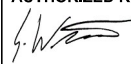
PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: melanie.martinez@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Santa Fe Animal Shelter & Humane Society 100 Caja del Rio Santa Fe, NM 87507-3537	INSURER A : Cincinnati Casualty NAIC # 28665	
	INSURER B : New Mexico Safety Casualty Company 15351	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0473060	1/31/2026	1/31/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0473060	1/31/2026	1/31/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EPP0473060	1/31/2026	1/31/2027	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	26.138	1/31/2026	1/31/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER City of Santa Fe 200 Linclon 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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF SANTA FE	ANY LOCATION AT WHICH WORK OR OPERATIONS ARE PERFORMED BY YOU OR ON YOUR BEHALF
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



The Purchasing Memo

Date: April 17, 2026

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

Via: Thomas Grundler, Interim Chief of Police *[Signature]*

From: Ben Valdez, Deputy Chief of Police *BV-ac*

Subject: Automated Traffic Enforcement Contract

Vendor Name: Jenoptik Smart Mobility Solutions, LLC

Munis Vendor Number: 11210

ITEM AND ISSUE:

The Santa Fe Police Department respectfully requests your review and approval of a General Services Contract in the total amount of \$4,000,000.00 for Automated Speed and Noise Enforcement Services for five years.

CONTRACT NUMBER:

The FY26 Munis Contract number is 3260396

BACKGROUND AND SUMMARY:

In 2008 the Governing Body found there is a significant risk to the health and safety of the community from drivers who exceed the posted speed limit. Furthermore, some drivers in Santa Fe repeatedly violate posted speed limits and the state law against speeding is inadequate to preserve public safety in Santa Fe. The Governing Body found that photographic and electronic devices that measure speed are accurate and reliable, and the implementation of this technology will abate the nuisance of speeding.

The City of Santa Fe operated an automated speed enforcement program from 2008 until 2013. Since the program has been inactive, our community has seen an increased demand for enforcement of speeding violations.

Following the 2020 pandemic, communities across our nation have also seen an increase in modified exhausts that have caused quality-of-life concern due to excessive noise in residential and commercial areas. Our community has not been excluded from this nuisance, with the issue continuing despite increased penalties and enforcement.

In 2025 the Governing Body allocated funding to secure a contract for services and equipment to relaunch a program for automated enforcement of speed and noise violations in our community to improve roadway safety. A request for proposals was issued, we received responses to our request, and we have selected Jenoptik Smart Mobility Solutions, LLC as the vendor following the process.

We are requesting a five-year contract in the amount of up to \$1,000,000.00 per year for services related to automated speed and noise enforcement. The cost of services will be determined based on revenue generated through paid violations for automated speed and sound offenses. Total contract amount of up to \$4,000,000.00 for entire term.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/ Fund 100

Munis Org Name/Number: Police Administration/ 1000310

Munis Object Name/Number: Equipment & Machinery Non-Exempt/ 570500

Budget Officer / Designee: Andy Hopkins **Date:** 04/17/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

RFP #26017

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 04/17/2026

CPO Comment/Exceptions: _____

AP
AP (04/17/2026 09:04:42 AM)

ASSOCIATED APPROVALS:

IT Components included? Yes | No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

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

Comment/Exceptions: _____

Vehicles included? Yes | No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

General Services Contract

General Services Determination

Master Services Agreement

This Master Services Agreement is made upon approval by the City of Santa Fe Governing Body (the "Effective Date"), between JENOPTIK SMART MOBILITY SOLUTIONS, LLC, a member of the Jenoptik group, and a limited liability company duly organized under the laws of Delaware, having its principal place of business at 16490 Innovation Drive, Jupiter, Florida 33478 (hereinafter referred to as JSMS) and the City Of Santa Fe (hereinafter referred to as the "Customer").

WHEREAS Customer wishes to retain the business and technology services of JSMS (the "Services") as set forth in this Master Services Agreement (the "Agreement") and in one or more attachments, incorporated herein by reference (each a "Service Attachment") to facilitate the detection, issuance and/or processing of violations of one or more of Customer's traffic law or code enforcement programs (each a "Program"); and

WHEREAS in connection with each Service, JSMS agrees to provide the equipment described in a Service Attachment ("Equipment"); and

WHEREAS JSMS also agrees to provide Customer with access to certain proprietary technology (the "System") to facilitate the back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a "Notice of Violation"), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

1.1. The Agreement shall terminate five (5) years from the date of final signature unless terminated pursuant to the terms of the agreement.

1.2. For the purposes of the Contract:

"Term" means the period of time from the Effective Date as stated in this Master Services Agreement to and including the earlier of: (i) the Expiration Date of the initial or optional terms or (ii) the date of termination of the Contract in accordance with its terms; and

"Effective Date" means the date of the final signature following the approval of the City of Santa Fe Governing Body.

"Expiration Date" means five (5) years from the date of final signature following the approval of the City of Santa Fe Governing Body.

1.3. **Termination by Agreement.** This Agreement may be terminated at any time by the mutual written agreement of JSMS and Customer.

1.4. **Termination for Cause.** Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if: (a) the other party has breached its obligations under the Agreement or the Service Attachment, as applicable; (b) applicable state law is amended, or a state agency adopts a rule or other requirement to prohibit or substantially restrict the operation of automated traffic law or code enforcement systems described in a Service Attachment, including the Equipment and System being provided by JSMS; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable

law or cannot otherwise be used to enforce Notices of Violation. The terminating party must provide thirty (30) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. In the case of a breach of this Agreement or a Service Attachment, the notice must provide the other party with an opportunity to cure the breach during the thirty (30) day period following receipt of the notice. Notwithstanding the foregoing, in the event of termination based upon (b) or (c) above, JSMS or Customer may suspend the Services described in such Service Attachment, immediately upon the effective date of such amendment or ruling, as applicable.

1.5. **Termination by Customer.**

A. **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.

B. **Termination.**

1. **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.

2. **Notice: City Opportunity to Cure.**

- i. The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- ii. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- iii. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the

term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to "Appropriations", of this Contract.

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

1.6. **Effect of Termination.** On the termination date (if this Agreement is terminated for convenience pursuant to Section 1.4) or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the Services shall cease immediately. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.5 (Effect of Termination), 1.6 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 5.2 (Ownership; Licenses), 5.3 (Indemnification Obligations), 5.4 (Limitation of Liability), 5.9 (Applicable Law; Jurisdiction and Venue), and 5.14 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, JSMS will continue to process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.

1.7. **Removal of Equipment.** Within forty-five (45) days following the Effective Date of Termination, JSMS shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period.

2. COMPENSATION

In consideration for the Services, Customer shall pay JSMS as follows:

- 2.1. **Service Fees.** Customer shall pay JSMS those fees set forth in one or more Service Attachments (the "Service Fees").
- 2.2. **Service Fees Payment.**
 - 2.2.1. **Invoicing.** JSMS shall provide an itemized invoice to Customer within ten (10) days of each revenue sweep from the Master Account to a Customer-designated account as described

in Section 3.7. Each invoice shall indicate the total amounts collected pursuant to each Service Attachment and the Service Fees deducted by JSMS from such amounts.

2.2.2. **Fees are Sole Compensation.** Except as explicitly set forth in a Service Attachment, the Service Fees, any Termination Fees, and any Credit Card Convenience Fees, as defined in Section 3.6, shall be JSMS's sole compensation for the Services. All costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System shall remain the responsibility of JSMS unless otherwise set forth in a Service Attachment.

3. SCOPE OF SERVICES

- 3.1. **JSMS Project Manager.** JSMS will designate one JSMS employee as Customer's principal contact at JSMS ("JSMS Project Manager").
- 3.2. **Services; System Operation.** JSMS shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. JSMS shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.5. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users over the internet through supported web browsers.
- 3.3. **System Upgrades.** In the event JSMS makes upgrades to the software or related performance capabilities of the System generally available to its customers, JSMS will provide such upgrades without charge to Customer.
- 3.4. **Customer Personnel Training.** On days and at times agreed by the parties, JSMS will provide training to Customer personnel designated by Customer with respect to accessing and using the System. JSMS may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").
- 3.5. **Notices of Violation.** Except for Notices of Violation issued by Customer personnel at the time of violation, JSMS shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), or an individual designated by a registered owner as the violator if permitted by applicable law, who has not paid a Notice of Violation in a timely manner, JSMS may send additional notices thereafter as further described in a Service Attachment for an additional cost.
- 3.6. **Payment Methods; Telephone Support.** JSMS shall provide the registered owner(s) or designated violator the opportunity to pay or contest a Notice of Violation using one of the following methods: "by web," "by telephone," and "by mail." To the extent permitted by applicable law, JSMS may pass through to registered owners any reasonable credit card convenience fees imposed upon JSMS by its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Registered owners may remit payment to JSMS by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, JSMS will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of **8:00 a.m. to 5:00 p.m. (Eastern) Monday through Friday, not including state and federal holidays.**

- 3.7. **Deposit of Fines.** JSMS will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. JSMS will place such amounts in a separate account with a banking institution approved by Customer ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer-designated bank account by JSMS; and (b) for Customer to have viewing rights to the Master Account. JSMS will sweep Notice of Violation fines from the Master Account to the Customer-designated bank account on or around the 1st and the 15th of each month, provided, however, that JSMS shall deduct from each funds sweep those Service Fees owed by Customer for the Services pursuant to Section 2.
- 3.8. **Storage of Violation Data.** JSMS will store all violation data for three (3) years after payment or final adjudication of such violation or such other period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period.
- 3.9. **NLETS Requirements.** All authorized JSMS or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of Customer shall comply with all applicable federal, state and NLETS requirements.
- 3.10. **Reports.** The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.
- 3.11. **Public Awareness.** JSMS shall assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. JSMS shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.
- 3.12. **Insurance.** JSMS shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12.

3.12.1. Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation:	Statutory
Employer's Liability:	\$500,000 ea. accident-injury
	\$500,000 ea. employee-disease
	\$500,000 disease-policy

This insurance shall provide that coverage applies to the state in which Customer is located.

- 3.12.2. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
- 3.12.3. Comprehensive General Liability with limits not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.12.4. Umbrella Liability with limits not less than \$2,000,000 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in Sections 3.12.1 through 3.12.3 above.

3.12.5. JSMS shall list Customer as an additional insured under all of the policies described in this Section 3.12 and shall file with Customer certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 3.12 prior to commencing work on the System.

4. CUSTOMER RESPONSIBILITIES

4.1. **Customer Project Manager.** Customer will designate one Customer employee as JSMS's principal contact at Customer ("Customer Project Manager").

4.2. **Cooperation.** Customer will cooperate with JSMS during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto.

4.3. **Access to Information Services.** To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for JSMS to perform motor vehicle ownership inquiries on behalf of Customer.

4.4. **Business Rules.** Customer will establish and document certain Program parameters as reasonably requested by JSMS (the "Business Rules"). Customer will provide JSMS with at least sixty (60) days' written notice of any proposed changes to the Business Rules. Business Rules shall be deemed Program Data, as defined in Section 5.2.1.

4.5. **Collection of Unpaid Fines.** For any Services for which JSMS is compensated based on Notices of Violation fines or other fees paid by violators, Customer agrees to take collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.7. Customer may retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain JSMS to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes of calculating Service Fees, if applicable.

5. GENERAL PROVISIONS

5.1. Representations and Warranties.

5.1.1. JSMS represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement and any Service Attachment;
- b. the Equipment will conform with all written specifications provided by JSMS to Customer;
- c. the Services described herein will be performed in a workmanlike and professional manner with due care and skill;
- d. it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification

including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;

- e. it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless JSMS is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against JSMS by the Auditor of such state;
- f. the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and
- g. neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. JSMS *further* represents and warrants to Customer that JSMS and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly, or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

5.1.2. Customer represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
- b. it has the legal right to grant the licenses set forth in Section 5.2.3, and
- c. it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state, and local laws.

5.1.3. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.1:

- a. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- b. JSMS MAKES NO WARRANTY THAT THE SERVICES, THE EQUIPMENT OR THE SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES AND SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES JSMS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE EQUIPMENT OR THE SYSTEM. THE PROGRAM DATA AND PROGRAM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

5.2. Ownership; Licenses.

- 5.2.1. **Program Data.** Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by JSMS related specifically to the Program or its operation ("Program Data"). Customer grants to JSMS: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified and/or anonymized format such that Customer, its personnel and violators are not identified, in order to evaluate and enhance JSMS 's systems and services. JSMS and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.
- 5.2.2. **Program Materials.** JSMS shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of JSMS), templates, studies, reports, or other documents, including Training Materials, Pamphlets, and other materials used generally by JSMS in performing services for its clients ("Program Materials"). JSMS grants to Customer a non-exclusive, royalty-free, fully paid up, non-sublicensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display, and create derivative works of and use, Program Materials solely by its authorized personnel for Customer's internal use in connection with the Services.
- 5.2.3. **Customer Marks.** Customer hereby grants to JSMS and its affiliates a non-exclusive, non-transferable, sublicense during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer ("Customer Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. JSMS will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, JSMS and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo, or other marks of JSMS or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of JSMS.

5.3. intentionally left out

5.4. **LIMITATION OF LIABILITY.** EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.3: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ATTACHMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

5.5. **Force Majeure.** Neither party shall be liable for delays in the performance of its obligations hereunder due to a Force Majeure Event. "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (a) were not foreseen, and could not have been reasonably foreseen, by the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere

with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.

- 5.6. **Relationship Between JSMS and Customer.** JSMS is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.
- 5.7. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, JSMS may assign the Agreement to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Agreement, and JSMS may use third party contractors to fulfill its obligations to provide certain Services provided that JSMS shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 5.8. **Escalation Procedure.** The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement:
 - 5.8.1. When a conflict arises between Customer and JSMS, the project team members will first strive to work out the problem internally.
 - 5.8.2. If the project team cannot resolve the conflict within five (5) business days, Customer Project Manager identified pursuant to Section 4.1 and the JSMS Project Manager identified pursuant to Section 3.1 will meet to resolve the issue.
 - 5.8.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, a senior executive of JSMS will meet with senior level administrator for Customer within five (5) days to resolve the issue.
 - 5.8.4. If no resolution is reached pursuant to Section 5.8.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.
 - 5.8.5. During any conflict resolution as described in this section 5.8, JSMS agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to pay invoices per the Agreement.
- 5.9. **Applicable Law; Jurisdiction and Venue.** This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

- 5.10. **Entire Agreement; Amendment.** This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.
- 5.11. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or electronic mail) is considered an original.
- 5.12. **Enforceability.** If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 5.13. **Waiver.** An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.
- 5.14. **Notices.** Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.

Automated Traffic Enforcement Services Attachment

Automated Traffic Enforcement Services Attachment is incorporated into, and governed by the terms of, the Master Services Agreement preceding. In the event of a conflict between the terms of the Master Services Agreement and this Services Attachment, the terms of this Services Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Master Services Agreement.

1. SERVICES FEES

- 1.1. **Speed and Noise Enforcement Services.** A fee of 35% per paid citation (not including Credit Card Convenience Fees, if any).
- 1.2. **Fixed Camera Relocation Fee.** A fee equal to be mutually agreed by the parties in the event of certain relocations of a Camera described in Section 2.3 of this Service Attachment ("Camera Relocation Fee").
- 1.3. **Subsequent Notice Fee.** For each Third Subsequent Notice (defined in Section 2.7 of this Service Attachment) sent by JSMS, and any necessary notices sent thereafter at Customer's request, a fee equal to \$ 5.00 (a "Subsequent Notice Fee").
- 1.4. **Termination Fee.** There is no Termination Fee if Customer terminates this Service Attachment.
- 1.5. **Minimum Deployment and Compensation.** To ensure the economic viability of this revenue-sharing model, the Customer agrees to a minimum deployment rate. The Customer shall ensure that the Systems are actively deployed for traffic enforcement in public spaces for at least 80% of the total monthly operational hours (calculated as 24 hours per day, 7 days a week).
- 1.6. **Automated License Plate Reader; Terms.** JSMS will provide ALPR services for the first year of the contract at no cost to the Customer. Customer may elect to continue the ALPR services after the first year at a cost of \$3,500.00 per camera per year.

2. SCOPE OF SERVICES

- 2.1. **Equipment.** JSMS shall install, operate, and maintain a mutually agreed to number of traffic enforcement cameras and related systems (each a "Camera" or "System") on mobile transportable devices or as mutually agreed to at fixed locations in accordance with JSMS standard installation and maintenance practices. The enforcement systems provided under this Section may consist of Jenoptik's Vector SR or other speed enforcement technologies and may include, upon mutual agreement, any other traffic law enforcement offerings provided by JSMS, such as red light enforcement, average speed (point-to-point), combined red light and speed detection, school zone enforcement, sound and signal detection, or other compatible detection and enforcement services supported by Jenoptik's current product portfolio.

2.2. Camera Installation.

- A. Camera Poles.** JSMS will install Fixed Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by JSMS and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Customer may elect to install a pole as described in Section 3.3 of this Service Attachment, or JSMS will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A (each a "Camera Pole").

- B. Mobile Transportable Devices-Movement by Customer.** JSMS will train one (1) or more Customer personnel in how to move a mobile transportable device to a new location, including how to set up enforcement zone signage, park the trailer and align the Camera, as well as how to coordinate with JSMS personnel for necessary technical adjustments for a new Camera location. The movement of a mobile transportable device and associated alignment and set up will be at no cost to the Customer.
- 2.3. **Relocation by JSMS.** Customer may relocate a Fixed Camera once during the Initial Term or any Renewal Term at no cost to Customer as long as such relocation does not require the installation of a Camera Pole. If Customer requests that a Camera be relocated more than once during any Initial Term or Renewal Term to a Customer owned or controlled pole, Customer will incur a Camera Relocation Fee as set forth in Section 1.3 of this Service Attachment. Upon ten (10) days prior written notice from Customer, JSMS will move a Camera to a new location identified by Customer. If Customer requests that an installed Camera be relocated to a location that requires the installation of a Camera Pole at any time, JSMS may charge Customer a reasonable Service Fee for such installation ("Camera Pole Installation Fee").
- 2.4. **Relocation Training.** Customer may elect to have JSMS train one (1) or more Customer personnel in how to move an installed a Fixed Camera to a new location, including how to attach and align the Camera, as well as how to coordinate with JSMS personnel for necessary technical adjustments for a new Camera location. Once Customer designees have completed such training, upon seven (7) days prior written notice from Customer, such designees may relocate a Camera on a mutually agreed date and time in accordance with such training to a location with a viable Camera pole. Customer shall be responsible for any damage to a JSMS Camera incurred during any relocation by Customer.
- 2.5. **24-Hour Operation.** JSMS shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs, as set forth in Section 2.8 of this Service Attachment, and Force Majeure as set forth in Section 5.5 of the Agreement. For the first thirty (30) days after the first Equipment components are activated, Customer may elect to issue warning notices rather than Notices of Violation ("Warning Period").
- 2.6. **Images and Data Processing.** JSMS will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c) assemble the images and data for each violation detected by a Camera that meets the business rules provided by Customer into an electronic package accessible through the System (each a "Violation Package"). JSMS will use commercially reasonable efforts to complete these activities within twenty (20) days of the date of violation.
- 2.7. **Notices of Violation.** Within ten (10) days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, JSMS shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then JSMS will reissue the Notice of Violation to that different violator within ten (10) days after such identification. With respect to any Notice of Violation that is not paid or contested within forty-five (45) days of mailing of the Notice of Violation, JSMS may send additional notices thereafter, in a form mutually agreed upon by the parties (each a "Subsequent Notice"). JSMS shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact

witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer.

- 2.8. **Equipment Maintenance and Repair.** JSMS shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligent operation of a Customer owned or controlled vehicle. JSMS shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. JSMS will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment.
- 2.9. **Signage.** As required by State legislation and local governing ordinance, JSMS will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. For mobile transportable devices, JSMS will provide the signage and Customer will place signage in enforcement zone. JSMS shall provide and install additional signage as requested by Customer and agreed by JSMS at Customer's expense.
- 2.10. **Traffic Studies.** If agreed in writing by JSMS and Customer, JSMS will conduct an informal traffic study for proposed enforcement locations (each a "Traffic Study"). Any reports resulting from a Traffic Study will be considered Program Data, as defined in Section 5.2.1 of the Master Services Agreement. Notwithstanding anything to the contrary in Section 5.1 of the Agreement, the Traffic Study and any resulting reports are provided "as-is" with no warranties of any kind.

3. CUSTOMER RESPONSIBILITIES

- 3.1. **Review of Violations.** Customer will provide designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Customer Project Manager, identified pursuant to Section 4.1 of the Master Services Agreement, will report to JSMS the basis for the rejection. Customer is solely responsible for determining which violations identified by JSMS are issued as Notices of Violation.
- 3.2. **Customer Infrastructure.** Customer will maintain any traffic control devices at enforced locations in good working order and ensure that stop lines or speed zones are clearly marked, as applicable. For Customer owned or controlled poles, Customer will provide JSMS with access to such poles, and electricity for operation of the Cameras on such poles, at no charge to JSMS.
- 3.3. **Camera Pole Installation by Customer.** In the event Customer elects to install a JSMS-provided Camera Pole as contemplated by Section 2.2 of this Service Attachment, Customer shall be responsible for obtaining all necessary permits and constructing a foundation in accordance with JSMS specifications. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer. Customer will commence installation of Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. JSMS shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits or for Customer's delay in installation. Customer shall be responsible for any damage to a Camera Pole or Camera, or personal injury (including death) or damage to real or tangible personal property, resulting from the installation of a Camera Pole by Customer pursuant to this Section 3.3.

EXHIBIT A

Additional Terms and Conditions for Installation of Camera Poles

In the event that JSMS is required to install one (1) or more Camera Poles pursuant to Section 2.2 or 2.3 of the Service Attachment, the following additional terms and conditions shall apply:

- A. **Obtaining Permits.** JSMS shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to JSMS, at no cost, all Customer permits necessary for the installation of Camera Poles provided JSMS meets the minimum requirements for such permits. JSMS will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist JSMS in securing necessary permits from other governmental agencies, as required.

- B. **Installation.** JSMS will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. JSMS shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer. Installation of a Camera Pole in connection with the relocation of an installed Camera may be subject to a Camera Pole Installation Fee, as described in Section 2.3 of the Service Attachment.

- C. **Restoration of Locations.** Upon any expiration or termination of this Service Attachment, JSMS shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, JSMS will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. JSMS shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

[Signature Page Follows]

IN WITNESS WHEREOF, JSMS and Customer have caused this Agreement and the Service Attachment to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:


Jenoptik Smart Mobility Solutions, LLC

By: 
Authorized signature

Finbarr O'Carroll
President

Date: Apr 17, 2026

Attested to:

By: 
Jeri Andersen (Apr 17, 2026 08:51:04 EDT)
Authorized signature

Jeri Andersen

Name (type or print):

Date: Apr 17, 2026

Agreed to:

The City of Santa Fe

By: _____
Authorized signature

Name: Michael Garcia

Title: Mayor

Email: _____

Date: _____


Attested to:

By: _____
Authorized signature


Geralyn Cardenas
Name (type or print):

Date: _____

Approved to Form and Legal Sufficiency:

By: 
Christopher Ryan (Apr 17, 2026 07:27:44 MDT)
Christopher Ryan, Senior Assistant City Attorney
Date: Apr 17, 2026

Approved by Finance:

By: 
ANDREA PHILLIPS (Apr 17, 2026 12:47:21 MDT)
Andrea Phillips, Interim Finance Director
Date: 04/17/2026

City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between _____ (Contractor) and the CITY OF SANTA FE (City).

TERMINATION

This Agreement may be terminated by City upon 30 days written notice to the CONTRACTOR.

INDEMNIFICATION

CONTRACTOR shall indemnify, hold harmless and defend CITY from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs 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 subcontractor.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CITY 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. 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.

APPLICABLE LAW; CHOICE OF LAW; VENUE

CONTRACTOR shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of CITY of Santa Fe. In any action, suit or legal dispute arising from this Agreement, CONTRACTOR agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by CITY for the performance of this Agreement. If sufficient appropriations and authorization are not made by CITY, this Agreement shall terminate upon written notice being given by CITY to CONTRACTOR. The CITY's decision as to whether sufficient appropriations are available shall be accepted by CONTRACTOR and shall be final.

RELEASE

CONTRACTOR, upon acceptance of 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. CONTRACTOR agrees not to purport to bind CITY to any obligation not assumed herein by CITY unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

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

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than CITY and CONTRACTOR. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

[SIGNATURE PAGE TO FOLLOW]

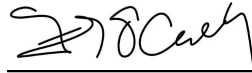
Signature Lines required:

City of Santa Fe:

Michael Garcia, Mayor

Date: _____

CONTRACTOR:



Name: Finbarr O'Carroll

Title: President

Date: Apr 17, 2026

Attest:

Geraldyn Cardenas, City Clerk

City Attorney's Office:


Christopher Ryan (Apr 17, 2026 07:27:44 MDT)

Christopher Ryan, Senior Assistant City Attorney

Approved for Finances:


ANDREA PHILLIPS (Apr 17, 2026 12:47:21 MDT)

Andrea Phillips, Interim Finance Director












JSMS_MSA_Santa Fe Final

Final Audit Report

2026-04-17


Created:	2026-04-15
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACPdFGm0Ez0oLxZwASBg_shSegnvk6G3J

"JSMS_MSA_Santa Fe Final" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-04-15 - 11:06:22 PM GMT- IP address: 63.232.20.2
-  Document emailed to Finbarr O'Carroll (finbarr.ocarroll@jenoptik.com) for signature
2026-04-15 - 11:08:05 PM GMT
-  Email viewed by Finbarr O'Carroll (finbarr.ocarroll@jenoptik.com)
2026-04-16 - 10:15:51 PM GMT- IP address: 104.47.17.190
-  Document e-signed by Finbarr O'Carroll (finbarr.ocarroll@jenoptik.com)
Signature Date: 2026-04-17 - 12:29:52 PM GMT - Time Source: server- IP address: 146.112.49.138
-  Document emailed to finbarr.ocarroll@jenoptik.com for delegation
2026-04-17 - 12:29:55 PM GMT
-  Email viewed by finbarr.ocarroll@jenoptik.com
2026-04-17 - 12:47:02 PM GMT- IP address: 104.47.18.126
-  Document signing delegated to Jeri Andersen (jeri.andersen@jenoptik.com) by finbarr.ocarroll@jenoptik.com
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-  Document emailed to Jeri Andersen (jeri.andersen@jenoptik.com) for signature
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-  Email viewed by Jeri Andersen (jeri.andersen@jenoptik.com)
2026-04-17 - 12:49:50 PM GMT- IP address: 146.112.49.185
-  Document e-signed by Jeri Andersen (jeri.andersen@jenoptik.com)
Signature Date: 2026-04-17 - 12:51:05 PM GMT - Time Source: server- IP address: 146.112.49.230
-  Document emailed to Christopher Ryan (cwryan@santafenm.gov) for signature
2026-04-17 - 12:51:06 PM GMT

 Email viewed by Christopher Ryan (cwryan@santafenm.gov)

2026-04-17 - 1:27:14 PM GMT- IP address: 104.47.65.254

 Document e-signed by Christopher Ryan (cwryan@santafenm.gov)

Signature Date: 2026-04-17 - 1:27:44 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2026-04-17 - 1:27:44 PM GMT

RICO, TARA R.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Monday, July 21, 2025 2:34 PM
To: RICO, TARA R.
Cc: Purchasing DET
Subject: RE: Purchasing Determination request: Automated Traffic Enforcement services

Greetings,

Based on the provided scope of work, it has been classified as General Services. This determination is solely focused on that classification and does not address whether the scope of work or procurement method complies with all relevant legal requirements. I reserve the right to modify this determination should the scope of work differ from what was originally submitted. The procurement must follow the processes and procedures established by the City of Santa Fe, Central Purchasing, the Procurement Manual, and applicable state statutes. Please note:

- Save this email as a PDF and upload it into the corresponding packet and Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) **if** this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov

-IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;

Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov

-Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov

-Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov

- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov

-Emergency Related Purchases – questions oem@santafenm.gov and bgwilliams@santafenm.gov. Request signature from: bgwilliams@santafenm.gov

-Asset over \$5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed. _
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be

included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.

- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
 - [Pavilion: Free Cooperative Contract Search for Governments](#) (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via [Submit Purchase Requests](#) or the appropriate email address:
 - Determination requests to purchasing_det@santafenm.gov
 - All other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

 [Book time to meet with me](#)

Regards,
Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:

[Current] <https://santafenm.munisselfservice.com/vss/>

[Transitioning] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



“A journey of a thousand miles begins with a single step” ~ Lao Tzu

From: RICO, TARA R. <trrico@santafenm.gov>
Sent: Friday, July 18, 2025 12:02 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Purchasing Determination request: Automated Traffic Enforcement services

Good afternoon,

Please provide a determination for the scope of work below

1. *Provide hardware and software to photographically capture violations of the STOP Ordinance and Noise Ordinance. The contractor will provide the City with upgrades to software or hardware at no additional cost.*
2. *Establish a relationship with the New Mexico Taxation and Revenue Department, Motor Vehicle Division (MVD) to enable the Contractor to access the MVD records to identify the registered owner of vehicles violating the STOP Ordinance and Noise Ordinance.*

3. *Provide a speed verification mechanism that ensures accurate speed measurements, separate from the camera speed devices and/or vehicles.*
4. *Provide a sound verification mechanism that ensures accurate sound measurements, separate from the camera sound devices and/or vehicles.*
5. *Provide services for identifying the ownership of the vehicle involved in the violation. Print and mail STOP Fine Notices and Notices of Default to violators of the STOP Ordinance and Noise Ordinance, in a format approved by the City.*
6. *Provide at least one photograph of the violation printed on the STOP Fine Notice.*
7. *Meet the time limits on the processing of violations (including detection, providing images and video to the City for approval, mailing, and processing monies received) as specified in the Ordinance and applicable statute.*
8. *Calculate the amount due for a STOP and/or Noise Fine and for applicable late fees (based on the City Ordinance/s), place that amount on the STOP and/or Noise Fine Notice and publish the amount due on an Internet-accessible location for the violator to view.*
9. *Provide access to the video of the violation to the City.*
10. *Upon the City's request, provide training for the users of the system.*
11. *Provide access to designated City employees to view the video of each violation to gauge whether a violation occurred, prior to the issuance of a STOP Fine Notice.*
12. *Provide quality control so that a City employee is required to review only those violations in which the vehicle in violation can be clearly identified by license plate and MVD records.*
13. *Facilitate the City's acceptance of payments from violators for amounts due based on STOP Fines and applicable late fees.*
14. *Provide a list to the City of Santa Fe of all outstanding violator amounts owed to the City on quarterly basis.*
15. *Facilitate the collection of all outstanding amounts owed to the City. The City of Santa Fe reserves the right to be responsible for the collection of all outstanding amounts via a third-party collection organization.*
16. *Upon issuance of a STOP Fine Notice, provide access to the video (captured at the time of violation) to the City, r City Administrators, violators, and members of the general public from any Internet-connected computer..*
17. *Enable the City, Hearing Officers, and others as designated by the City to log onto the Internet-based system to change the status of a violator's record (e.g. "Hold during pendency of hearing without calculating default"; "Found responsible (at hearing)"; etc.)*
18. *Provide images and full motion video sufficient to allow a minimum of a 75% issuance rate, defined as the percentage of STOP Fines issued out of the total number of violations captured.*
19. *Provide auditable results of the number of violations captured and the number of violations that were unusable based on (1) obscured view, paper license plate, ineffective flash, environmental factors, etc., (2) equipment failure, or (3) inability to match license plate to MVD records.*
20. *Provide and maintain data collected during Agreement in regards to all STOP Fine Notices and/or violations in accordance with the data retention schedule set forth on Exhibit "B" and understand that all data is official record of the City of Santa Fe.*
21. *Maintain proper safeguards in place to prevent access, viewing, transmitting, providing or selling of data, photographs, video, or any other material created or captured during the course of business for the STOP Program to third parties, unless explicitly provided permission by the City of Santa Fe.*



Tara R. King, Project Specialist



Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Security Guard Services
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>



City of Santa Fe, New Mexico

2511 Camino Entrada, P.O. Box 909, Santa Fe, N.M. 87504-0909

MUNICIPAL COURT

Honorable Chad D. Chittum

Santa Fe Municipal Court Judge

Phone: (505) 955-5070 Fax: (505) 955-5159

- a. Request for Approval of Professional Services Agreement with Mesa Vista Wellness dba Earth Spirit Awakening LLC in the Total Amount of \$238,000 through June 30, 2030 (Justine Hines, Paralegal Municipal Court; jahines@santafenm.gov)

Committee Review

Quality of Life Committee: 04/22/2026

Finance Committee: 04/27/2026

Governing Body: 04/29/2026



The Purchasing Memo

Date: April 7, 2026

To: Governing Body and Finance Committee

From: Justine Hines, Paralegal, Santa Fe Municipal Court

Via: Chad Chittum, Municipal Court Judge4

Subject: Contract for Professional Services

Vendor Name: Mesa Vista Wellness dba Earth Spirit Awakening LLC

Munis Vendor Number: 10578

ITEM AND ISSUE:

The Municipal Court respectfully requests your review and approval of a professional services contract in the total amount of \$238,000 excluding tax for professional services for a term of 4 years with Mesa Vista Wellness dba Earth Spirit Awakening.

BACKGROUND AND SUMMARY:

The Municipal Court wants to partner with Earth Spirit Awakening LLC to enhance the court’s DUI/Drug Court Program. Earth Spirit Awakening LLC will provide valuable services to the participants of the program and help reduce recidivism and increase public safety.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/ 100

Munis Org Name/Number: Municipal Court/1002700

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: Andy Hopkins Date: 04/09/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

FY26-RFP-040

Chief Procurement Officer (CPO)/Designee: [Signature] Date: 04/09/2026

CPO Comment/Exceptions: Please ensure that Denise emails the ECR and proposals to GB

ASSOCIATED APPROVALS:

IT Components included? Yes | No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

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

Comment/Exceptions: _____

Vehicles included? Yes | No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination

CPO Service Determination

Procurement document: RFP

Vendor's Quote (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)

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

Professional Services Contract



CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

Clinical Assessment Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Mesa Vista Wellness a/b/a Earth Spirit Awakening, 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 Contract 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-NMSA 1978, Section 13-1-111, RFP; 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 Contract; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

A. Assessment Standards:

- i. Utilize evidence-based assessment tools and methodologies, such as the Addiction Severity Index (ASI), the Substance Abuse Subtle Screening Inventory (SASSI), and the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) criteria.
- ii. Conduct comprehensive biopsychosocial assessments that include, but are not limited to, the following domains:

- a. Substance use history and patterns
 - b. Mental health status
 - c. Medical history
 - d. Family and social relationships
 - e. Employment and educational background
 - f. Legal history
 - g. Readiness for change and motivation for treatment
- iii. Provide a detailed written report for each assessment, including diagnostic impressions, recommended level of care, and a proposed treatment plan.

B. Qualifications of Assessors:

- i. Assessors must be licensed mental health professionals (e.g., Licensed Professional Counselor, Licensed Clinical Social Worker, Licensed Psychologist) with specialized training and experience in substance use disorder assessments.
- ii. Assessors must have a minimum of three years of experience in conducting clinical assessments for substance use disorders.
- iii. Assessors must be familiar with the DUI/Drug Court model and the unique needs of court-involved individuals.

C. Confidentiality and Compliance:

- i. All assessments and related documentation must comply with the Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR Part 2 regulations regarding the confidentiality of substance use disorder patient records.
- ii. Vendors must implement appropriate safeguards to protect the privacy and security of participant information.

D. Service Requirements

The selected vendor will be required to provide the following services:

- i. Initial Assessments:** Conduct initial clinical assessments for all new participants referred by the DUI/Drug Court.
- ii. Follow-Up Assessments:** Provide follow-up assessments as needed to monitor progress and adjust treatment plans. Follow-up assessments should be conducted at least every six (6) months or as directed by the DUI/Drug Court team.

iii. Collaboration and Communication:

- a. Participate in regular DUI/Drug Court team meetings to discuss participant progress and coordinate care.
- b. Maintain open and timely communication with DUI/Drug Court staff, treatment providers, and other relevant stakeholders.

E. Documentation and Reporting:

- i. Submit detailed written assessment reports to the DUI/Drug Court upon completion of an assessment.
- ii. Maintain accurate and up-to-date records of all assessments and related documentation.

F. Vendor Responsibilities

The selected vendor will be responsible for the following:

- i. Ensuring that all assessors meet the required qualifications and maintain appropriate licensure and certifications.
- ii. Providing all necessary materials and resources for conducting assessments, including assessment tools, forms, and documentation systems.
- iii. Implementing and maintaining policies and procedures to ensure compliance with confidentiality and privacy regulations.
- iv. Submitting regular invoices and progress reports to the City of Santa Fe, NM, in accordance with the terms of the contract.
- v. Addressing any issues or concerns raised by the DUI/Drug Court team in a timely and professional manner.

The Contractor shall provide the following services for the City:

G. Assessment Standards:

- i. Utilize evidence-based assessment tools and methodologies, such as the Addiction Severity Index (ASI), the Substance Abuse Subtle Screening Inventory (SASSI), and the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) criteria.
- ii. Conduct comprehensive biopsychosocial assessments that include, but are not limited to, the following domains:
 - a. Substance use history and patterns
 - b. Mental health status
 - c. Medical history

- d. Family and social relationships
 - e. Employment and educational background
 - f. Legal history
 - g. Readiness for change and motivation for treatment
- iii. Provide a detailed written report for each assessment, including diagnostic impressions, recommended level of care, and a proposed treatment plan.

H. Qualifications of Assessors:

- i. Assessors must be licensed mental health professionals (e.g., Licensed Professional Counselor, Licensed Clinical Social Worker, Licensed Psychologist) with specialized training and experience in substance use disorder assessments.
- ii. Assessors must have a minimum of three years of experience in conducting clinical assessments for substance use disorders.
- iii. Assessors must be familiar with the DUI/Drug Court model and the unique needs of court-involved individuals.

I. Confidentiality and Compliance:

- i. All assessments and related documentation must comply with the Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR Part 2 regulations regarding the confidentiality of substance use disorder patient records.
- ii. Vendors must implement appropriate safeguards to protect the privacy and security of participant information.

J. Service Requirements

The selected vendor will be required to provide the following services:

- i. **Initial Assessments:** Conduct initial clinical assessments for all new participants referred by the DUI/Drug Court.
- ii. **Follow-Up Assessments:** Provide follow-up assessments as needed to monitor progress and adjust treatment plans. Follow-up assessments should be conducted at least every six (6) months or as directed by the DUI/Drug Court team.
- iii. **Collaboration and Communication:**
 - a. Participate in regular DUI/Drug Court team meetings to discuss participant progress and coordinate care.
 - b. Maintain open and timely communication with DUI/Drug Court staff, treatment providers, and other relevant stakeholders.

iv. Documentation and Reporting:

- a. Submit detailed written assessment reports to the DUI/Drug Court upon completion of an assessment.
- b. Maintain accurate and up-to-date records of all assessments and related documentation.

K. Vendor Responsibilities

The selected vendor will be responsible for the following:

- i. Ensuring that all assessors meet the required qualifications and maintain appropriate licensure and certifications.
- ii. Providing all necessary materials and resources for conducting assessments, including assessment tools, forms, and documentation systems.
- iii. Implementing and maintaining policies and procedures to ensure compliance with confidentiality and privacy regulations.
- iv. Submitting regular invoices and progress reports to the City of Santa Fe, NM, in accordance with the terms of the contract.
- v. Addressing any issues or concerns raised by the DUI/Drug Court team in a timely and professional manner.

2. STANDARD OF PERFORMANCE; LICENSES

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to Clinical Assessment Services for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.
- B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. COMPENSATION

- A. **Payment.** The City shall compensate the Contractor for the services described in the scope of work, the City agrees to pay the Contractor \$219,988.45. The services and goods in the contract include GRT levied at the rate of 8.1875% equaling \$18,011.55. The total compensation for the contract including GRT is \$238,000.
- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.
- D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate four (4) years from the date of final signature unless terminated pursuant to the Termination or Appropriations Articles of this Contract.

5. 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. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 - 3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations", of this Contract.
- 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.*

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, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. AMENDMENT

- A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in "Term" herein, or to agree to the reduced funding.

15. ENTIRE AGREEMENT

This Contract, 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 Contract, 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 Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. MERGER

This Contract incorporates all the Contracts, 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 **FY26-RFP-040 - Clinical Assessment Services** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract 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

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.

22.1. 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.

22.2. 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.

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, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. 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:

<p><u>To the City:</u> Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909</p>	<p>Municipal Court Paralegal 2511 Camino Entrada Santa Fe, NM 87507 jahines@santafenm.gov (505) 955-5113</p>	<p><u>To the Contractor:</u> Tod DiCecco Director Mesa Vista Wellness 4001 Office Ct. Dr. STE 102 Santa Fe, NM 87507 (505) 490-1984 tod@mesavistawellness.com</p>
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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 Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City’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 Contract and under law or equity.

32. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irreparable 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 Contract 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 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 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 Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

CONTRACTOR:

MICHAEL GARCIA, MAYOR

TD
Tod Dicecco (Apr 6, 2026 12:08:25 MDT)
TOD DICECCO, EXECUTIVE DIRECTOR

DATE: Apr 6, 2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kyle Hibner
Kyle Hibner (Apr 6, 2026 12:45:37 MDT)

KYLE HIBNER, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Andrea Phillips
ANDREA PHILLIPS (Apr 13, 2026 09:11:59 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR



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

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket **services**' determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

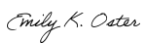
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/30/2025

Emily Oster, Finance Director



Date: 06/30/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2025

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

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

PRODUCER Daniels Insurance, Inc 320 Gold Ave SW, # 700 Albuquerque NM 87102	CONTACT NAME: David Tinley PHONE (A/C No. Ext): (505) 766-9676 E-MAIL ADDRESS: jgallegos@danielsinsuranceinc.com	FAX (A/C No.): (505) 766-9679	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Earth Spirit Awakenings LLC dba Mesa Vista Wellness 4001 Office Ct. Dr. Suite 102 Santa Fe NM 87507 (505) 983-8225	INSURER A: Admiral Insurance Company		24856
	INSURER B: Farmington Casualty Company		41483
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES JG **CERTIFICATE NUMBER:** Cert ID 40184 (2) **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CO000004135-08	10/11/2025	10/11/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
							Employee Benefit L	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CO000004135-08	10/11/2025	10/11/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB-0W064595-25	10/11/2025	10/11/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Medical Professional			CO000004135-08	10/11/2025	10/11/2026	Ea Occurrence	\$ 1,000,000
A	Medical Professional			CO000004135-08	10/11/2025	10/11/2026	Aggregate	\$ 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe 200 Lincoln Avenue Santa Fe NM 87501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Services Offered to the City of Santa Fe (FY26)

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>



CITY OF SANTA FE

DATE: April 8, 2026

TO: Governing Body
Finance Committee
Quality of Life Committee
Andy Hopkins, Budget Officer

VIA: Manuel Sanchez, Interim Community Services Department Director *Manuel Sanchez*
Manuel Sanchez (Apr 8, 2026 13:11:48 MDT)
Marcella Apodaca, Business Operations Manager *Marcella Apodaca*

FROM: Margaret Neill, Library Division Director *Margaret Neill*
Margaret Neill (Apr 8, 2026 12:53:04 MDT)

ITEM AND ISSUE:

Request for Approval of a BAR to move eighty thousand dollars (\$80,000) from FY26 Contributions/Donations to Rep and Maint Build/Struct.

BACKGROUND AND SUMMARY:

In July 2025, the Community Services Department/Library Division received a Bequest from the Jean Lawton Trust Account in the amount of \$80,000. There are no restrictions on how the money can be spent, only that it is intended for the benefit of the library. These funds will be used to pay for landscaping, pest control and other maintenance needs at the Southside Library Branch.

FROM:

2510104.470100 Contributions/Donation (\$80,000)

TO:

2510104.520100 Rep and Maint Build/Struct \$80,000

ACTION REQUESTED:

The Community Services Department/Library Division respectfully requests your review and approval.

Log # (Finance use <u>only</u>):	
Journal # (Finance use <u>only</u>):	

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

DEPARTMENT / DIVISION NAME Community Services/Library					DATE 4/8/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
EXPENDITURES				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>	
Rep and Maint Build/Struct	2510104	520100		80,000		
REVENUES				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>	
SSLibr Ops/ Contributions/Doations	2510104	470100		(80,000)		

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

Request to move funds from the Lawton Trust out of revenue into expenditures to pay for landscaping, pest control and other facilities needs at Southside Library.


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


Marcella Apodaca Prepared By (print name) <i>Margaret Neill</i> <small>Margaret Neill (Apr 8, 2026 12:53:04MDT)</small> Division Director Signature (optional) <i>Manuel Sanchez</i> <small>Manuel Sanchez (Apr 8, 2026 13:11:48MDT)</small> Department Director Signature	4/8/2026 Date Apr 8, 2026 Date Apr 8, 2026 Date	<i>(Use this form for Finance Committee/ City Council agenda items ONLY)</i> CITY COUNCIL APPROVAL City Council Approval Date: <input type="text"/> Agenda Item #: <input type="text"/>	<i>Andy Hopkins</i> Budget Officer Finance Director (≤ \$5,000) City Manager (≤ \$60,000)	Apr 8, 2026 Date Date Date
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Date: March 30, 2026

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee

From: Terry Lease, Asset Development Manager 

Via: Andrea Phillips, Deputy City Manager 
ANDREA PHILLIPS

RE: Sale of Seven City-Owned Las Estrellas Parcels

EXECUTIVE SUMMARY:

The proposed bill would provide for the sale of seven City-owned parcels located in Las Estrellas in the Northwest Quadrant to Santa Fe Housing Trust for \$4,490,000.00. The seven parcels in Las Estrellas include Tract NPR1 (179.5337 acres), Tract NPR3 (17.1781 acres), Tract NPR4 (3.4258 acres), Tract NPR5 (1.1715 acres), Tract NPR6 (0.8608 acres), Tract NPR7 (24.2737 acres), and Tract 2 (2.050 acres), for a total of 228.4936 acres.

BACKGROUND:

In Resolution No. 2023-4, the Governing Body stated that it wished to sell seven of the nine parcels in Las Estrellas (Tract NPR1, Tract NPR3, Tract NPR4, Tract NPR5, Tract NPR6, Tract NPR7, and Tract 2) to a purchaser who would develop the parcels according to the applicable covenants, conditions, restrictions, and Master Plan.

NMSA 1978, Section 3-54-1, requires that sales of land by a municipality valued in excess of \$25,000.00 shall be by ordinance of the municipality. The proposed bill satisfies this requirement.

ATTACHMENTS:

Memo Attachment – Resolution No. 2023-4
Bill
Fiscal Impact Report

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2023-4**

3 **INTRODUCED BY:**

4
5 Councilor Michael Garcia

6 Councilor Renee Villarreal

7 Mayor Alan Webber

8
9
10 **A RESOLUTION**

11 **ADOPTING A STRATEGY FOR DONATING OR SELLING, AT BELOW-MARKET**
12 **VALUE, A PROPERTY IDENTIFIED AS “LAS ESTRELLAS TRACT 6A” TO A**
13 **DEVELOPER CERTIFIED AS A “QUALIFYING GRANTEE” UNDER THE NEW**
14 **MEXICO AFFORDABLE HOUSING ACT TO DEVELOP SANTA FE HOMES**
15 **PROGRAM HOMES, LOW-PRICED DWELLING UNITS, OR UNITS PRICE-**
16 **RESTRICTED THROUGH ANOTHER AFFORDABLE HOUSING SUBSIDY; AND**
17 **APPROVING AN ANNOUNCEMENT TO SELL THE REMAINING SEVEN LAS**
18 **ESTRELLAS LOTS WITH A LOCAL PREFERENCE.**

19
20 **WHEREAS**, it is a policy goal of the City of Santa Fe (“City”) to provide incentives and
21 encourage proposals that support the production, acquisition, and redevelopment of affordably
22 priced homes in mixed-income developments; and

23 **WHEREAS**, according to Santa Fe Housing Act Coalition, market-rate rents in Santa Fe
24 have increased by almost 50% since 2014, and 65% of Santa Fe renters cannot afford the median
25 priced home; and

1 **WHEREAS**, according to the Santa Fe Association of Realtors’ Summer 2022 quarterly
2 property statistics report, the median sales price in Santa Fe increased over 20% since 2021; and

3 **WHEREAS**, on December 17, 2019, the City and Santa Fe Estates, Incorporated, a New
4 Mexico corporation (“Santa Fe Estates”) terminated a 90-year-old development and profit-sharing
5 agreement between the parties, which resulted in the City reacquiring fee simple title to 250.1 acres
6 in the Northwest Quadrant of the City (“Las Estrellas”); and

7 **WHEREAS**, Las Estrellas consists of nine tracts of land: Tract NPR1, Tract NPR3, Tract
8 NPR4, Tract NPR5, Tract NPR6, Tract NPR7, Tract 2, Tract 6A, and Tract 8B-1A; and

9 **WHEREAS**, these nine tracts of land are all subject to certain covenants, conditions, and
10 restrictions and the Las Estrellas Master Plan, which governs the area’s zoning, density, minimum
11 requirements for affordable housing, and the location of open spaces (“Master Plan”); and

12 **WHEREAS**, the Governing Body wishes to sell seven of the nine parcels in Las Estrellas
13 (Tract NPR1, Tract NPR3, Tract NPR4, Tract NPR5, Tract NPR6, Tract NPR7, and Tract 2) to a
14 purchaser who will develop the parcels according to the applicable covenants, conditions,
15 restrictions, and Master Plan; and

16 **WHEREAS**, for the seven parcels it intends to sell, the Governing Body wishes to offer a
17 preference to local purchasers; and

18 **WHEREAS**, in addition to the local preference and applicable restrictions, the Governing
19 Body wishes to obtain at least the appraised value of the seven parcels; and

20 **WHEREAS**, while the City retains ownership of Las Estrellas, it is also the “Declarant”
21 under both the Residential the Declaration of Covenants, Conditions and Restrictions (“Residential
22 Covenants”) and Non-Residential (AKA "Master") Declaration of Covenants, Conditions, and
23 Restrictions (“Non-Residential Covenants”); and

24 **WHEREAS**, the Governing Body wishes to make Tract 6A available for an affordable
25 housing project; and

1 **WHEREAS**, the eighth parcel is designated “Community Services”, and, therefore, the
2 City will retain it for one of the following uses: Police, Fire, Library, Administrative Offices, or
3 Recreational Uses; and

4 **WHEREAS**, as the "Declarant" under the Residential Covenants affecting the property
5 (including Tract 6A), the City has the right to remove Tract 6A from the Residential Covenants
6 (but not the Non-Residential Covenants); and

7 **WHEREAS**, in addition, or in lieu, the City may request the Las Estrellas Residential
8 Association and/or Master Association Board limit the assessments for Tract 6A to support greater
9 affordability; and

10 **WHEREAS**, the City intends to donate or sell at a discount Tract 6A as identified in the
11 attached Exhibit A and Exhibit B for the development of homes that meet the definition in SFCC
12 1987, Sections 26-1 and 26-1 as “Santa Fe Homes Program Homes” (“SFHP”) or Low Priced
13 Dwelling Units” (“LPDU”), or other affordability definitions either as rental units, owned units, or
14 land trust homes.

15 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
16 **CITY OF SANTA FE**, that the City Manager shall create an Evaluation Committee that will
17 release a Request for Qualifications (“RFQ”) and select a “Qualified Grantee,” or a consortium that
18 includes a “Qualified Grantee,” to develop Tract 6A for residential uses, offering a mix of housing
19 types, tenures, and affordability levels. The City shall award a disposal contract pursuant to the
20 RFQ based on the following evaluation criteria, as applied to the applicants’ proposed project(s):

- 21 • Funding Feasibility – the proposed project budget is realistic, funds are leveraged at
22 least at a 3:1 ratio from other committed funding sources, revenue is sufficient to
23 accomplish the proposed project.
- 24 • Need/Benefit and Project Feasibility – the project concept is responsive to
25 current/future market demand and the applicant provides a realistic timeframe for the

1 completion of the proposed activities.

- 2 • Affordability – the proposed project effectively meets the income eligibility
3 requirements of the New Mexico Affordable Housing Act, and the applicant describes
4 how it will achieve affordability targets; how the applicant and/or the City may monitor
5 the project over time for compliance; and how the applicant will secure.
- 6 • Organizational Capacity and Management – the applicant adequately demonstrates
7 experience and expertise in this type of housing construction, including work samples
8 and funding commitments.
- 9 • Innovative Design and Sustainability Targets – the applicant demonstrates the ability
10 to design and construct buildings that achieve high standards of sustainability, have
11 innovative designs, and exceed the green building criteria in City code.

12 **BE IT FURTHER RESOLVED** that, based on the criteria above, the Evaluation
13 Committee shall identify a development partner and potential future owner of Tract 6A, in order
14 for staff to prepare an agreement regarding the proposed project for approval by the Governing
15 Body.

16 **BE IT FURTHER RESOLVED** that the City Manager shall order an update to the
17 November 16, 2021 appraisal, of Tract 6A and an updated appraisal for the seven parcels it intends
18 to sell.

19 **BE IT FURTHER RESOLVED** that the City Manager shall develop a Real Estate
20 Donation Agreement and Special Warranty Deed for Governing Body approval, imposing a land
21 use restriction that will ensure an affordability period of no less than forty-five years and that will
22 run concurrently with any requirements imposed by any other subsidy provider, to be executed
23 upon transfer of Tract 6A.

24 **BE IT FURTHER RESOLVED** that, if the Qualifying Entity that is awarded Tract 6A
25 deems it necessary to provide affordable housing, the City shall either remove Tract 6A from the

1 Residential Declaration of Covenants, Conditions, and Restrictions, prior to selling the other seven
2 parcels, or the City shall request the Las Estrellas Residential Association Board and Master
3 Association Board limit the assessments on Tract 6A.

4 **BE IT FURTHER RESOLVED** that the Governing Body approves the public
5 announcement of sale for the seven parcels of Las Estrellas with the following minimum criteria:

- 6 1. a minimum bid of the appraised price or higher;
- 7 2. documentation of financial ability to pay for the land; and
- 8 3. documentation of financial viability to develop the land in accordance with the
9 Master Plan.

10 **BE IT FURTHER RESOLVED** that the City will select a purchaser for the seven parcels
11 of Las Estrellas as follows:

- 12 1. Requiring the minimum criteria, listed above;
- 13 2. Applying a local preference for local purchasers of up to six percent (6%), which
14 is consistent with the weight of the local preference offered in City and State
15 procurement; and
- 16 3. Selecting the offer that meets the minimum criteria and offers the highest purchase
17 price, as adjusted by the local preference.

18 **BE IT FURTHER RESOLVED** that, to receive the local preference, a purchaser must
19 meet one or both of the two following criteria, which may result in a cumulative six percent (6%)
20 local preference if both criteria are met:

- 21 1. Hold a current City of Santa Fe or Santa Fe County business license, and have held
22 said license for the proceeding three (3) years, to receive a three percent (3%) local
23 preference, or
- 24 2. Provide a New Mexico Tax and Revenue Department Resident Business
25 Certificate to receive a three percent (3%) local preference.

1 **BE IT FURTHER RESOLVED** that the purchase agreement shall stipulate that, in the
2 event the purchaser is awarded a local preference, the purchaser shall not sell the property for a
3 period of three (3) years, unless selling to a buyer who meets the qualifications for an equal or
4 greater percentage of the local preference offered in the Request for Qualifications, except that the
5 sale of developed homes or ready-to-build individual plots to individual homeowners is permitted.
6 The purchase agreement shall require the purchaser to secure this requirement with a letter of credit
7 in the amount of 2% of the contracted purchase price.

8 **BE IT FURTHER RESOLVED** that the purchase agreement shall stipulate that a
9 purchaser awarded a local preference shall begin development of the property, including spine
10 infrastructure, engineering, and utility development, within five (5) years of the completion of
11 purchase and shall require the purchaser to secure compliance with this requirement with a letter
12 of credit in the amount of 1% of the contracted purchase price.

13 PASSED, APPROVED, and ADOPTED this 25th day of January, 2023.

14 

15 _____
16 ALAN WEBBER, MAYOR

17 ATTEST:

18 

19 _____
20 KRISTINE MIHELIC, CITY CLERK

21 APPROVED AS TO FORM:

22 

23 _____
24 ERIN K. McSHERRY, CITY ATTORNEY

25 *Legislation/2022/Resolutions/2023-4 (R) Las Estrellas Tract 6A Disposition*

underscored material = new
[bracketed material] = delete

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-10

INTRODUCED BY:

Mayor Michael Garcia

A BILL

APPROVING THE SALE OF SEVEN CITY-OWNED PARCELS, LOCATED IN LAS ESTRELLAS IN THE NORTHWEST QUADRANT, WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, TO SANTA FE HOUSING TRUST FOR A TOTAL OF \$4,490,000.00.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The City of Santa Fe (“City”) hereby approves the sale of seven parcels of undeveloped land located in Las Estrellas and further described in Section 3(A) below, to Santa Fe Housing Trust (“Purchaser”), with terms described in Section 3 below.

Section 2. This Ordinance shall be effective forty-five days after the date of adoption, unless a referendum is held pursuant to NMSA 1978, Section 3-54-1.

Section 3. Terms of the Sale:

A. Property to be Sold. The City agrees to sell its ownership interest in seven tracts of undeveloped land located in Santa Fe County, New Mexico, totaling 228.4936 acres

1 being more particularly described as follows to-wit: Tract NPR1 (179.5337
2 acres), Tract NPR3(17.1781 acres), Tract NPR4(3.4258 acres), Tract NPR5(1.1715
3 acres), Tract NPR6(0.8608 acres), Tract NPR7 (24.2737 acres), Tract 2 (2.050 acres)
4 for a total of 228.4936 acres (collectively the “Property”).

5 **B. The purpose for the municipality entering into the sale.** The City’s Governing Body
6 approved Resolution No. 2023-4, as amended, that provides for, among other things,
7 the sale of the Property. The City and the Purchaser, pursuant to this ordinance
8 negotiated the attached Purchase Agreement (Attachment A).

9 **C. Appraised value of the Property.** Dominion Property Advisors appraised the
10 Property for \$4,490,000.00.

11 **D. Amount of the Sale.** The Purchaser shall pay \$4,490,000.00 total for the purchase of
12 the Property.

13 **E. Time and Manner of the Sale.** Closings shall comply with the Statutory requirements
14 in NMSA 1978, Section 3-54-1, and shall take place as described in Section 8 of
15 Attachment A.

16 **F. Purchase “As Is”.** The Purchaser shall purchase the Property in an “as is” condition
17 with all known and latent defects. The City makes no representations or warranties as
18 to the physical condition of the property.

19 **Section 4.** This Ordinance shall be published as required by NMSA 1978, Sections
20 3-17-3 and 3-54-1.

21 **Section 5.** This Ordinance shall become effective (45) days after its adoptions, unless
22 a referendum election is held pursuant to NMSA 1978, Section 3-54-1.

23 **Section 6.** The City shall execute the necessary Purchase Agreement and closing
24 documents after the effective date of this ordinance, according to Attachment A.
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PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

MICHAEL GARCIA, MAYOR

ATTEST:

GERALYN CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
[Marcos Martinez \(Mar 31, 2026 11:39:01 MDT\)](#)
MARCOS MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Bill/Sale of Seven City-Owned Las Estrellas Parcels

PURCHASE AGREEMENT

[Las Estrellas Land Sale, Santa Fe, New Mexico 87507 – 228.4936 Acres]

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a New Mexico municipal corporation ("City" or "Seller") and _____, a _____ ("Buyer"), collectively the "Parties".

WHEREAS, the City-owned land in Las Estrellas consists of nine tracts (250.1 acres) of undeveloped land; Tract NPR1, Tract NPR3, Tract NPR 4, Tract NPR5, Tract NPR6, Tract NPR7, Tract 2, Tract 6A, and Tract 8B-1A; and

WHEREAS, these nine tracts of land are all subject to certain covenants, conditions, and restrictions, and the Las Estrellas Master Plan, which governs the area’s zoning, density, minimum requirements for affordable housing, and the location of open spaces ("Master Plan"); and

WHEREAS, the City wishes to sell seven of the nine tracts of land in Las Estrellas (Tract NPR1, Tract NPR3, Tract NPR 4, Tract NPR5, Tract NPR6, Tract NPR7, and Tract 2), a total of 228.4936 acres, to a purchaser who will develop the tracts according to the covenants, conditions, and restrictions, and the Master Plan; and

WHEREAS, on January 25, 2023, the City’s Governing Body approved Resolution 2023-4, as amended, that provides for, among other things, the sale of the seven tracts of Las Estrellas land.

1. **PURCHASE AND SALE OF PROPERTY.** Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the following described property for the consideration and subject to the terms, provisions, and conditions of this Agreement:

- a. Seven tracts of undeveloped land located in Santa Fe County, New Mexico totaling 228.4936 acres as shown below and depicted (shaded) on the attached **Exhibit A**("Property").

Tract NPR1: 179.5337 acres
Tract NPR3: 17.1781 acres
Tract NPR4: 3.4258 acres
Tract NPR5: 1.1715 acres
Tract NPR6: 0.8608 acres
Tract NPR7: 24.2737 acres
Tract 2: 2.050 acres

Total Acres: 228.4936

- b. All improvements and fixtures, if any, located on the Property.

c. All development rights, easements appurtenant to the Property, and any and all right, title, and interest of the Seller in and to the minerals, mineral rights, and royalty interests located in, under, or around the Property.

d. Seller's interest in all streets, alleys, and rights of way related to the Property.

2. **PURCHASE PRICE.** The Purchase Price ("Purchase Price") for the Property is \$4,490,000.00, which Purchase Price shall be paid by Buyer to Seller at Closing in cash or immediately available funds. There shall not be a Due Diligence Period

3. **TITLE COMMITMENT.** Within seven days of the date on which this Agreement is signed by the parties hereto, Seller will provide and deliver to Buyer the following:

a. A Title Commitment for the Property from John Fox, Southwestern Title and Escrow ("Title Company") binding the Title Company to issue at Closing, for the Property, an Owner's Policy of Title Insurance for the Purchase Price specified herein.

b. True, correct, and legible copies of any and all instruments referred to in the Commitment, including any update thereto, that constitute exceptions or restrictions upon the Seller's title.

c. Buyer shall have ten days from date Seller provides and delivers to Buyer Title Commitment(s) and legible copies of all exceptions to review and approve same or notify Seller in writing of any objections thereto. If Buyer gives written notice to Seller of any objections to title, then Seller shall have five (5) days from receipt of such notice to advise Buyer whether it will cure the objections complained of by Buyer, with such curative work to be completed no later than the Closing Date. If Seller is unwilling or unable to cure the title objections complained of by Buyer, then it shall notify Buyer within such five (5) day period. Buyer shall then advise Seller whether it will (i) accept title to the Property in its then current state, with no reduction in the Purchase Price; or (ii) terminate this Agreement, in which case neither party will have any further claim against the other except as specifically set forth herein.

4. **SELLER'S DELIVERABLES.** If Seller has not already done so, Seller shall deliver or cause to be delivered to Buyer, the following items:

a. Any surveys, reports, studies, and assessments of the Property which Seller has had done or has in its possession.

b. Any lease agreements Seller has that have not been terminated; a copy of which will be delivered to Buyer.

c. In addition, Seller shall promptly deliver to Buyer such other information relating to the Property that is specifically requested by Buyer of Seller in

writing to the extent such information either is in the possession or control of Seller, or may be obtained by Seller through the exercise of reasonable efforts and without unreasonable expense to Seller.

- d. Any appraisal reports Seller has had done in the past two years.

5. **CONDITIONS PRECEDENT TO CLOSING.**

- a. Buyer's Conditions. The following are conditions precedent to Buyer's obligations hereunder ("Buyer Conditions Precedent"). The Buyer Conditions Precedents are intended solely for the benefit of Buyer and may be waived only by Buyer in writing. In the event any Buyer Condition Precedent is not satisfied, Buyer may, in its sole and absolute discretion terminate this Agreement, and all obligations of Buyer and Seller hereunder (except provisions of this Agreement which recite that they survive termination) shall terminate and be of no further force or effect.
 - i. Issuance of the Title Commitment, subject only to any title exceptions which have not been objected to by Buyer, and the parties' agreement on Closing instructions to the Title Company which detail, among other things, the acceptable exceptions which may remain in the to-be-issued Title Policy.
 - ii. Seller shall have fully complied with all of Seller's duties and obligations contained in this Agreement.
 - iii. A certification from Seller that as of the Closing Date and to the knowledge of Seller, and each of them there is no litigation or administrative agency or other governmental proceeding pending or threatened, which after Closing would in any way impact the value of the Property or the ability of Buyer to own, use, maintain, occupy or operate the Property as Buyer intends to use the Property.
 - iv. Buyer's reasonable determination that there is no material adverse change in, or addition to, the information or items reviewed and approved by Buyer, including without limitation, any material modification of, or addition to, any of the matters disclosed in or on the Title Commitment or the Survey the Property, which otherwise might affect title to the Property, or Buyer's intended use thereof.
 - v. The physical condition of the Property at Closing, including any improvements thereon, shall be substantially the same as on the date of Buyer's execution of this Agreement, reasonable wear and tear and loss by casualty or condemnation excepted.

- b. Seller's Conditions. The following are conditions precedent to Seller's obligations hereunder ("Seller Conditions Precedent"). The Seller Conditions Precedent are intended solely for the benefit of Seller and may be waived only by Seller in writing. In the event any Seller Conditions Precedent is not satisfied, Seller may, in its sole and absolute discretion, terminate this Agreement, and except as otherwise set forth in this Agreement, all obligations of Buyer and Seller hereunder (except provisions of this Agreement which recite that they survive termination) shall terminate and be of no further force or effect.
- i. Buyer shall certify to Seller that, to the best of Buyer's knowledge, all of Buyer's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.
 - ii. Buyer shall have fully complied with all the Buyer's duties and obligations contained in this Agreement.
 - iii. The funds necessary to complete the purchase of the Property have been received by Seller and/or tendered to the Title Company.

6. **REPRESENTATIONS AND WARRANTIES AND COVENANTS OF SELLER.**

Seller represents and warrants to Buyer that to the best of Seller's actual knowledge and belief, without any duty to investigate, as of the date hereof and as of the date of Closing:

- a. Any books, files, and records regarding the Property or any part thereof delivered by Seller to Buyer, or made available by Seller to Buyer for review, are all of the unaltered copies of such books, files, and records in Seller's possession or control relating to the Property.
- b. Seller has complied in all material respects, with all applicable laws, ordinances, regulations, statutes and rules relating to the Property, and every part thereof, and has not received, and is not aware of, any notification from any governmental authority having jurisdiction, requiring any work or remediation on the Property, or advising of any condition (including without limitation, any Regulated Substance) which would render the Property or any part thereof, unusable, or affect the usability of the Property or any part thereof, for the purposes of the Buyer. For purposes of this Agreement "Regulated Substance" shall include but not be limited to "regulated substances" "hazardous waste" or "hazardous materials" "toxic substance" "pollutants" "contaminations" or "pesticides", as defined in the Resources Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substance Control Act, and/or similar state, federal or local environmental laws.

- c. To the best of the Seller's knowledge and belief, there are no surface conditions or subsurface conditions with respect to the Property that constitute, or with the passage of time, may constitute, a public or private nuisance.
- d. There are no parties or trespassers in possession, or persons who have a right to possess (not withstanding any lease agreements Seller has that have not been terminated described in Section 5b above), all or any portion of the Property as of the date of this Agreement, except those identified in the Title Commitment provided by Seller to Buyer. No third party can claim, or with the passage of time, may claim title to any portion of the Property by adverse possession or prescriptive easement; and there are no permits, leniencies, easements, licenses or rights of way, or other forms of agreement affecting the Property, except as may be shown on the Title Commitment to be furnished in accordance with this Agreement.
- e. There is no (1) condemnation, environmental, zoning or other land-use proceedings, instituted or threatened, against the Property or any part thereof; (2) special assessment proceedings affecting the Property or any part thereof (other than as set forth in the Title Commitment); or (3) existing or proposed easements, covenants, restrictions, agreements or other documents which affects title to the Property or any part thereof, and which are not disclosed by the Title Commitment.
- f. There is no litigation, arbitration or mediation proceeding pending or threatened, against the Property or any part thereof, against Seller or Seller's predecessor in interest with respect to the Property or any part thereof which could prevent or materially impair the ability of Seller to perform its duties and obligations hereunder.
- g. There are no disputes, claims or actions pending or threatened, involving the boundaries of the Property, including without limitation, the location of any fence or other natural or artificial monument marking any of the Property boundaries.
- h. As of the Closing Date, Seller will be the sole fee owner of the Property to be conveyed in accordance with the terms of this Agreement, and is not and will not be, holding fee title as a nominee for any other person or entity. No person or entity other than Seller has any right of first refusal, option to purchase, or other similar right to, or interest in, the Property.
- i. Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445(f)(3).
- j. Except for its agreement with the current owner of the Property to acquire the Property, Seller has not entered into, and during the pendency of this Agreement

will not enter into, any agreement related to the purchase or sale of the Property other than this Agreement and the documents executed in connection herewith.

7. **REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer hereby represents and warrants to Seller as follows:

- a. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are, or at the time of Closing will be, duly authorized, executed and delivered by Buyer, and are, or at the Closing will be, legal, valid and binding obligations of Buyer, and do not, and at the time of Closing, will not, violate any provisions of state law, or any agreement, regulation or judicial order to which Buyer is subject.
- b. Except for the representations, warranties and covenants made to it by Seller which are set forth in Section 7 above, upon which Buyer is expressly relying, Buyer acknowledges that it is purchasing the Property based upon its own inspections and its purchase of the Property, as contemplated by this Agreement shall be "as is" and with all faults.

8. **CLOSING.**

- a. The Closing of the transaction contemplated by this Agreement will occur on or before June 30, 2026, or such other date as the parties mutually agrees to, ("Closing Date") through the office of the Title Company and at a time to be agreed upon by the Parties. In any event, the Closing Date may be extended as otherwise mutually agreed to by the Parties in writing.
- b. At the Closing, Seller shall deliver to Buyer and/or the Title Company, as applicable:
 - i. A Warranty Deed conveying to the Buyer the Property and appurtenant rights subject only to exceptions previously approved or deemed accepted by Buyer in accordance with the terms and provisions of this Agreement.
 - ii. An Owner's Policy of title insurance ("Title Policy") issued by Title Company in the amount of the Purchase Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property to be good and indefeasible subject only to those title exceptions permitted herein, and insuring permanent legal access from a public way to the Property.
 - iii. Possession of the Property, and keys thereto, as well as disclosure of access codes for any gates securing the Property or any portion thereof.
 - iv. Any affidavits or other documents required under the terms of this Agreement, and an affidavit stating that Seller is not a foreign person within the meaning of Section 1445(F)(3) of the Internal Revenue Code.

- v. Any other document reasonably required by the Title Company or the Buyer to carry out the terms and obligations of this Agreement.
 - vi. Original or copies of all certificate permits, licenses, and other authorizations (if in the possession of Seller) necessary for the full use, operation, maintenance and acceptance, of the Property or any portion thereof.
- c. At the Closing, Buyer shall deliver, or shall cause to be delivered, to Seller and/or to the Title Company, as applicable:
- i. The Purchase Price, together with funds sufficient to pay Buyer's obligations hereunder.
 - ii. Evidence of Buyer's authorization, as required by the Title Company or Seller, to enter into this Agreement and consummate the transaction.
 - iii. Any document reasonably required by the Title Company or the Seller to carry out the terms and obligations of this Agreement.
- d. Unless otherwise provided herein, Seller shall be responsible for payment for the title insurance premium for the Title Policy to be provided to Buyer including the removal of the mechanics and materialmen's lien exception; all costs for curing title matters, or environmental matters, any attorney's fees incurred by Seller, and any other costs and expenses required to be paid by Seller pursuant to the terms of this Agreement. Buyer shall pay for the cost of recording the Warranty Deed, and any costs specified in this Agreement to be Buyer's obligation.
- e. Rents, water, wastewater and utility charges, if any, and any other items of income or operational expenses owing in connection with the Property shall be paid by Seller up to the Closing Date, and will be paid by Buyer for those periods after Closing has taken place.

9. **CASUALTY LOSS.** If, prior to Closing, any part of the Property is damaged or destroyed by fire or other casualty loss, Seller bears the risk of such loss and Buyer may either terminate this Agreement or Buyer may accept the Property in its then existing condition, with a reduction of the Purchase Price to the appraised value of the Property at the time of Closing after the loss. In no event will Seller be obligated to make any repairs to the Property.

10. **DEFAULT.** If Seller fails to comply herewith, Buyer may (1) obtain specific performance for this Agreement, (2) terminate this Agreement, or (3) pursue any other remedy authorized by law or equity. If Buyer fails to comply herewith for any reason, Seller may (1) obtain specific performance for the Agreement, (2) terminate this Agreement, or (3) pursue any other remedy authorized by law or equity.

11. **CONDEMNATION.** If any part of the Property is condemned prior to Closing, Seller shall promptly give Buyer written notice of such condemnation and Buyer in its sole discretion may either retain the condemnation award and apply such award to reduce the Purchase Price provided herein or declare this Agreement terminated by delivering written notice of termination to Seller.

12. **NOTICES.** Any notice or communication required or permitted hereunder will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address directly below, or when hand-delivered as evidenced by written acknowledgment therefor. Any notice required thereunder shall be deemed effective as of the date of hand delivery, or on the third day after the same shall have been deposited in the United States mail, as hereinbefore specified.

Seller: City of Santa Fe
PO Box 909
Santa Fe, NM 87504
Attn: Brain Moya, Interim City Manager
Tel: 505-955-3111
Email: jwblair@santafenm.gov

Buyer: Santa Fe Community Housing Trust
6005 Jaguar Drive
Santa Fe, NM
Attn: Roman Abeyta, Chief Executive Officer
Tel: 505-989-1655
Email: rabeyta@housingtrustonline.org

Either party may change its address for notice at any time, by written notice to the other party delivered in the manner hereinbefore prescribed.

13. **INTEGRATION.** This Agreement contains the complete agreement between the Parties regarding the subject matter hereof and cannot be varied except by a written agreement of the Parties, executed by duly authorized representatives of each party. The Parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein.

14. **BINDING EFFECT.** This Agreement is binding upon, and inures to the benefit of, the Parties hereto and their respective successors, legal representatives and assigns.

15. **AMENDMENT.** This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

16. **ASSIGNMENT.** Buyer may not assign its interest in this Agreement without the prior written consent of Seller, which Seller may withhold for any or no reason. Any such actions taken by Buyer without Seller's consent shall result in the immediate termination of this Agreement.

17. **NEW MEXICO LAW TO APPLY.** This Agreement must be construed under and in accordance with the laws of the State of New Mexico.

18. **LITIGATION EXPENSE.** In the event of litigation between the Parties, Buyer shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Seller shall incur in enforcing this Agreement or in recovering any and all damages caused to the Property by Buyer, or Buyer's contractors, agents, employees or permitted assigns

19. **LEGAL CONSTRUCTION.** If any one or more of the provisions of this Agreement are, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement must be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Notwithstanding the foregoing, if any provision of this Agreement is for any reason deemed to be illegal, invalid or unenforceable and the omission of such illegal, invalid or unenforceable provisions materially changes the rights of the Parties, or the benefits which either Party intends to receive hereunder, then the Party whose right or benefits have been so affected shall have the right to terminate this Agreement by giving written notice to the other Party, whereupon neither Party shall have any further obligations hereunder, except as may be otherwise specified therein.

20. **TIME.** Time is of the essence with respect to each party's performance of its obligations hereunder. Any time period herein calculated by reference to "days" shall mean calendar days; provided, however, that if the action date deadline for a party falls on a Saturday, Sunday or holiday recognized by the State of New Mexico, such action date shall be extended to the next day that is not a Saturday, Sunday or federally recognized holiday.

21. **BROKERS' COMMISSION.** Neither party is using a real estate broker in this transaction and no broker commissions are due. Each party, independently, is responsible for any claims by any brokers acting through that party.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

EXECUTED in multiple counterparts by the Seller and Buyer on the dates set forth below.

LESSEE: **CITY OF SANTA FE**

LESSEE: **SANTA FE COMMUNITY HOUSING TRUST**

MICHAEL J. GARCIA, MAYOR

Roman Abeyta
Roman Abeyta (Apr 13, 2026 11:47:52 MDT)

ROMAN ABEYTA, CHIEF EXECUTIVE OFFICER

DATE: _____

DATE: Apr 13, 2026

ATTEST:

GERALYN CARDENAS, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Ruby Crews
Ruby Crews (Apr 13, 2026 12:02:00 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

ANDREA K. PHILLIPS, INTERIM FINANCE DIRECTOR
Business Unit/Line Item 2122800.460350 _____ AJH









Purchase Agrmt - Las Estrellas Land Sale - 7 tracts

Final Audit Report

2026-04-13

Created:	2026-04-13
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARsfgiAfvuTwRZBDogaMDx0PfmohOUdq

"Purchase Agrmt - Las Estrellas Land Sale - 7 tracts" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-04-13 - 5:42:23 PM GMT- IP address: 63.232.20.2
-  Document emailed to Roman Abeyta (rabeyta@housingtrustonline.org) for signature
2026-04-13 - 5:43:33 PM GMT
-  Email viewed by Roman Abeyta (rabeyta@housingtrustonline.org)
2026-04-13 - 5:47:02 PM GMT- IP address: 104.47.58.254
-  Document e-signed by Roman Abeyta (rabeyta@housingtrustonline.org)
Signature Date: 2026-04-13 - 5:47:52 PM GMT - Time Source: server- IP address: 70.90.207.45
-  Document emailed to Ruby Crews (racrews@santafenm.gov) for signature
2026-04-13 - 5:47:54 PM GMT
-  Email viewed by Ruby Crews (racrews@santafenm.gov)
2026-04-13 - 6:01:46 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Ruby Crews (racrews@santafenm.gov)
Signature Date: 2026-04-13 - 6:02:00 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2026-04-13 - 6:02:00 PM GMT

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Sale of Seven City-Owned Las Estrellas Parcels

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): Economic Development

Staff Completing FIR: Terry Lease, Asset Development Manager Date: 3/30/2026

Phone: (505)-629-2206

Reviewed by City Attorney: *Marcos Martinez* Date: 03/31/2026
[Marcos Martinez \(Mar 31, 2026 11:39:01 MDT\)](#)

Reviewed by Finance Director: *Andrea Phillips* Date: 03/31/2026
[ANDREA PHILLIPS \(Mar 31, 2026 14:06:43 MDT\)](#)

Summary:

The proposed bill would provide for the sale of seven City-owned parcels located in Las Estrellas in the Northwest Quadrant to Santa Fe Housing Trust for \$4,490,000.00. The seven parcels in Las Estrellas include Tract NPR1 (179.5337), Tract NPR3 (17.1781 acres), Tract NPR4 (3.4258 acres), Tract NPR5 (1.1715 acres), Tract NPR6 (0.8608 acres), Tract NPR7 (24.2737 acres), and Tract 2 (2.050 acres), for a total of 228.4936 acres.

Departments Affected:

Economic Development

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then the City would not sell seven City-owned parcels located in Las Estrellas to Santa Fe Housing Trust, frustrating the goals outlined in Resolution 2023-04.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Resolution No. 2023-4 approved an announcement to sell the seven parcels in Las Estrellas with local preference.

Performance and Administrative Implications:

None.

Fiscal Implications:

From the sale of the City-owned parcels to Santa Fe Housing Trust, \$2,245,000.00 will go to the Affordable Housing Trust Fund and \$2,245,000.00 will go to the Economic Development Fund.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	<u>\$2,245,000</u>	\$ _____	\$ _____	<u>NR</u>	<u>2420223/470500</u>
	<u>\$.245,000</u>			<u>NR</u>	<u>2122800/470500</u>
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	<u>\$4,490,000</u>	\$ _____	\$ _____		

Revenue Narrative:

Half of the land sale will go to Affordable Housing Trust Fund and the other half of the land sale will go to Economic Development Fund

Signature: Terry Lease
Terry Lease (Mar 31, 2026 14:57:38 MDT)

Email: tjlease@santafenm.gov



Date: March 26, 2026

To: Governing Body and Quality of Life Committee

From: Brian Moya, Interim City Manager BM

RE: Repealing Resolution No. 2001-11 Which Sponsored and Supported an Annual Marching Parade on Airport Road in Celebration of Cesar E. Chavez

SUMMARY:

The proposed resolution would repeal City of Santa Fe Resolution No. 2001-11, originally jointly adopted with Santa Fe County, which sponsored and supported an annual marching parade on Airport Road in celebration of Cesar E. Chavez.

ATTACHMENTS:

Resolution
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

A RESOLUTION

REPEALING CITY OF SANTA FE RESOLUTION NO. 2001-11, A JOINT CITY/COUNTY RESOLUTION WHICH SPONSORED AND SUPPORTED AN ANNUAL MARCHING PARADE ON AIRPORT ROAD IN CELEBRATION OF CESAR E. CHAVEZ.

WHEREAS, in the year 2001, the City of Santa Fe and Santa Fe County jointly adopted Resolution No. 2001-11, sponsoring and supporting an annual marching parade on Airport Road in celebration of the life and accomplishments of Cesar E. Chavez; and

WHEREAS, on March 18, 2026, a report published by *The New York Times* detailed serious and disturbing allegations of abuse involving women and girls and the late labor organizer, Cesar Chavez; and

WHEREAS, the Governing Body recognizes and affirms the courage of survivors who come forward to share their experiences, particularly in environments where speaking out has historically been met with silence, disbelief, or retaliation; and

WHEREAS, the Governing Body stands in solidarity with all individuals who have experienced harm or abuse, and acknowledges that no position of leadership or authority should ever be used to exploit, silence, or harm vulnerable people; and

1 **WHEREAS**, women – particularly Latinas and women of color – have too often been
2 subjected to systems and conditions that compromise their dignity, safety, and full participation in
3 public life, and it is the responsibility of public institutions to reject and dismantle such harm; and

4 **WHEREAS**, the Governing Body affirms that leadership must be rooted in accountability,
5 integrity, and the protection of human dignity, and rejects complicity in systems that have
6 historically enabled abuse under male-dominated power structures; and

7 **WHEREAS**, the Governing Body recognizes that no single individual defines a
8 movement, and that the legacy of farmworkers and civil rights struggles is carried forward by the
9 collective contributions of countless women, organizers, and community leaders whose work has
10 advanced justice, equity, and dignity for all; and

11 **WHEREAS**, the Governing Body acknowledges that while harm cannot be undone, there
12 is a moral and civic responsibility to act in ways that honor survivors, interrupt cycles of abuse, and
13 ensure that public recognition reflects values of safety, respect, and accountability; and

14 **WHEREAS**, the City of Santa Fe affirms its commitment to supporting survivors of abuse,
15 fostering environments where truth can be spoken without fear, and advancing policies and
16 practices that uphold dignity, safety, and accountability; and

17 **WHEREAS**, the City of Santa Fe recognizes and honors the broader farmworker and civil
18 rights movements, with particular acknowledgment of the leadership, resilience, and contributions
19 of women, including Dolores Huerta, and countless organizers whose work continues to shape more
20 just and equitable communities; and

21 **WHEREAS**, the City of Santa Fe encourages community-based, inclusive, and value-
22 aligned recognitions that uplift the collective legacy of farmworkers and civil rights leaders,
23 centering equity, healing, and intergenerational responsibility; and

24 **WHEREAS**, the City of Santa Fe is committed to governance that centers people, upholds
25 equity, and ensures that public actions and recognitions align with the community’s shared values

1 and dignity, justice, and healing.

2 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
3 **CITY OF SANTA FE** that Resolution No. 2001-11, entitled “A Joint County/City Resolution
4 Sponsoring and Supporting an Annual Marching Parade on Airport Road in Celebration of the Life
5 and Accomplishments of Cesar E. Chavez on the Sunday Near or About March 31,” is hereby
6 repealed in its entirety.

7
8 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

9
10
11 _____
12 MICHAEL GARCIA, MAYOR

13
14 ATTEST:

15
16 _____
17 GERALYN F. CARDENAS, CITY CLERK

18
19 APPROVED AS TO FORM:

20
21 *Marcos Martinez* _____
22 MARCOS MARTÍNEZ, CITY ATTORNEY

23
24
25 *Legislation/2026/Resolutions/Repeal Resolution No. 2001-11*

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Repealing Resolution No. 2001-11 Which Sponsored and Supported an Annual Marching Parade on Airport Road in Celebration of Cesar E. Chavez

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): City Manager's Office

Staff Completing FIR: Brian Moya, Interim City Manager Date: 3/30/2026 Phone: (505) 955-3111

Reviewed by City Attorney: *Marcos Martinez* Date: 04/02/2026

Reviewed by Finance Director: *Andrea Phillips* Date: 04/02/2026
ANDREA PHILLIPS (Apr 2, 2026 10:53:05 MDT)

Summary:

The proposed resolution would repeal City of Santa Fe Resolution No. 2001-11, originally adopted jointly with Santa Fe County, which sponsored and supported an annual marching parade on Airport Road in celebration of Cesar E. Chavez.

Departments Affected:

None.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then City No. 2001-11 would not be repealed and would remain in effect.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

The proposed resolution would repeal Resolution No. 2001-11

Performance and Administrative Implications:

None.

Fiscal Implications: It is possible that repealing Resolution No. 2001-11 would create a small cost savings through removing the need to fund staff time devoted to supporting the event.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue


Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: *BRIAN MOYA*

Email: bjmoya@santafenm.gov



Date: March 31, 2026
To: Governing Body, Quality of Life Committee, Finance Committee
From: Christina Montoya, Records Management Technician CM
Via: Geralyn Cardenas, City Clerk 
RE: Resolution for Records Retention and Management

EXECUTIVE SUMMARY:

This resolution repeals Resolution No. 2003-33 and proposes to adopt a new records information management and retention policy to include digital records. The new schedule is attached to the proposed resolution as “Exhibit A”.

BACKGROUND:

The City of Santa Fe’s (“City”) current record retention and maintenance of documents is an outdated process and does not currently have guidelines and procedures on how to archive digital records.

The Records and Archives Center needs an upgrade and is moving toward a more eco-friendly environment by reducing the City’s paper consumption. Upon adoption of this Resolution we would have the ability to digitize records that are currently being physically stored in the Records and Archives Center.

ATTACHMENTS:

Resolution
FIR

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

REPEALING RESOLUTION NO. 2003-33; AND ADOPTING NEW RECORDS INFORMATION MANAGEMENT AND RETENTION POLICY.

WHEREAS, the City of Santa Fe’s (“City) last adopted policy for record retention and maintenance of documents, as described in Resolution No. 2003-33, is outdated; and

WHEREAS, the City does not have any current guidelines or procedures on how to archive digital records; and

WHEREAS, the City’s Records and Archives Center is running out of space to hold paper records; and

WHEREAS, the Governing Body wishes to support the City in creating a more sustainable policy by reducing paper consumption; and

WHEREAS, establishing electronic access to records may increase City staff productivity; and

WHEREAS, the Governing Body supports public access to records, and digital records make public access to records more convenient.

1 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
2 **CITY OF SANTA FE** that Resolution 2003-33 is hereby repealed; and

3 **BE IT FURTHER RESOLVED** that the City of Santa Fe Records and Archive Center’s
4 records retention and disposition schedules (Exhibit A) attached hereto shall be adopted as the
5 official policy for the retention and destruction of records for the City of Santa Fe.

6 **BE IT FURTHER RESOLVED** that the City Clerk is hereby authorized and directed to
7 maintain the records management program for the City and to apply the retention periods assigned
8 to municipal records with adherence to the policies of the New Mexico State Records Center and
9 Archives.

10 **BE IT FURTHER RESOLVED** that once the City has successfully digitized records to
11 the extent that digital records are deemed appropriate by the retention and disposition schedules
12 attached in Exhibit A, that the public shall also have access to records to the extent that the access
13 is deemed appropriate as is consistent with the Inspections of Public Records Act, NMSA 1978,
14 Section 14-2-1, and any other applicable local or state laws.

15 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

16
17 _____
18 MICHAEL GARCIA, MAYOR

19
20 ATTEST:

21
22 _____
23 GERALYN CARDENAS, CITY CLERK

1 APPROVED AS TO FORM:

2

3 Marcos Martinez

[Marcos Martinez \(Mar 31, 2026 16:55:59 MDT\)](#)

4 MARCOS MARTÍNEZ, CITY ATTORNEY

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Legislation/2026/Resolutions/Records Retention and Management

City of Santa Fe Records Retention Schedule

Exhibit A:

City of Santa Fe Retention Schedule

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

Record Retention Schedule Key Terms.

The following terms and definitions are listed in the order in which they appear in the Records Retention Schedule.

Records Retention Schedule- schedule specifying how long paper, electronic, and all other records must be retained for operational, legal, fiscal, historical, or other purposes.

Retention Code- number that corresponds to a series, depicted as “R” and a number (Example: R.001 is the code for the “Code of Conduct”).

Descriptions of Record- describes the content and function of the record series.

Retention Rule-specifies the length of time records must be retained before they are eligible for destruction or archival preservation.

Responsible Department- department assigned responsibility for records within record series.

City of Santa Fe Records Retention Schedule:

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.001	Code of Conduct: prescribed standards which are peculiar and appropriate to the function and purpose for which the department/division or institution was created and exists.	Until suspended by new code	Human Resources Department
R.002	Community Development Report: report on promoting the municipality through its economic development	2 years after date expired	Planning and Land Use Department
R.003	Primary Mission Records: files concerning the establishment of the department/division, its development and policies, its progress, operation summaries, plans for the future development, etc.	Until no longer needed for reference	Community Engagement Department
R.004	Public Relations File: information concerning department/division publicity. File may include press releases, biographies, newspaper clippings, promotional materials, bulletins, broadcast, scripts, photographs, visual documentation, and other related items.	(1) Platform (software): 1 year after discontinuance of the system. (2) web content: (a) informational website:	Community Engagement Department
R.005	WEBSITE: Architecture: The overall design of a website, which can encompass hardware and software, consisting of the how the components are designed, connected to, and operate with one another. The architectural	(1) Platform (software): 1 year after discontinuance of the system. (2) (2) web content: (a) informational website: 1 year after is updated or changed. (b)	Community Engagement Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	<p>design also contains information on the development and maintenance of informational or transactional websites that may contain documentation on the platform and associated software necessary to operate and maintain an internet or intranet presence. The website may contain replicated information from the establishment of a web presence. The website may contain information from a department/division such as, names of staff, announcements, calendar of events, press releases, annual reports, strategic plans, surveys, images, multimedia, audio, transactional forms or pages (e-commerce), etc. The website may also contain unique information found only on the website.</p>	<p>replicated information: until superseded . (3) (3) website structure. (a) replicated informational website: 1 year after site is updated or changed. (b) transactional website: 3 years after site is updated or changed: [transactional websites contain or support transactions such as registration, purchases, etc..]</p>	
R.006	<p>Legal Brief File (Brief Bank): contains duplicate copies of legal briefs from legal case file.</p>	<p>Until no longer needed for reference</p>	<p>City Attorney</p>
R.007	<p>Legal Case Files: records concerning litigation. Records may contain complaints, court orders, motion, pleadings, notes, briefs, releases, investigative reports, investigative activity logs, transcripts, closing sheets,</p>	<p>(1) Legal casefiles: 10 years after case closed (2) Legal case files involving minors: 10 years after case closed or until any minor involved attains age 21, whichever is longer</p>	<p>City Attorney</p>

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	correspondence, memoranda, etc. Case files involving real property where the state has an interest shall be retained for 10 years after case closed or until state no longer has an interest, whichever is longer.	(3) Legal case files involving real property: 10 years after case closed or until state no longer has an interest, whichever is longer Confidentiality: per NMSA 1978, Sections 14-2-1, 32A1-3.B , 32A-2-32 , 32A-3B-22 , 32A-4-33 , 32A-5-8 , and 32A-6-15	
R.008	Legal Case Index: includes notations on activities related to case indexed.	10 years after case closed	City Attorney
R.009	Legal Case Log: listing of cases. Log may be destroyed when information transferred to or is available on electronic media.	10 years after all cases listed are closed	City Attorney
R.010	Legal Opinions and Request for Opinion File: records requesting legal office to render or issue an opinion. May contain request, opinion, relating documentation, correspondence, memoranda, etc. File includes attorney general opinions and requests for opinions.	(1) Legal office (issuing entity): Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. (2) Office or department (requesting entity): until no longer needed for reference	City Attorney
R.011	Offence or Incident Reports: shows offender's name, offender information, date and time and location of occurrence, information on incident, reporting witness name, name of	5 years after date of occurrence	City Attorney

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	investigating officer, narrative, etc. Includes bomb threat reports. Includes reports concerning victims of alleged criminal offenses occurring on department/division property.		
R.012	Assessments/taxes: Records concerning the various levies imposed by ordinance.	6 years after close of fiscal year in which assessment is paid	City Clerk
R.013	Business License Files: records concerning the issuance of business licenses. Files may contain application for license, license stub, business fee receipts, correspondence, memoranda, etc.	3 years after close of fiscal year in which license issued	Planning and Land Use Department
R.014	Business Registration Files: records concerning the issuance of business registration to participate in business or occupational activity. Files may contain application for registration, registration stub, registration fee receipts, correspondence, memoranda, etc.	3 years after close of fiscal year in which registration issued	Planning and Land Use Department
R.015	Campaign Contribution Reports: records concerning the contribution to fund campaigns of candidates or special issues. Reports may show name of contributor, amount of contribution, candidate name, etc.	2 years after election date or until termination of office, whichever is longer	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.016	<p>Claim of Lien Files: records concerning liens placed against private property for services rendered by the municipality. Files may contain claim of lien, assessment table, copy of notice of public hearing, copy of notice of violation, court order, copy of work order, copy of billing, release of lien, correspondence, memoranda, etc.</p>	6 years after lien release	City Clerk
R.017	<p>Election District Files: records concerning the creation of election voting districts. Files may contain petitions, census information, boundary proposals, public hearing information, consultant information, contractual documentation, copies of ordinance adopting voting districts, final district delineation, district maps, etc.</p>	2 years after superseded by new redistricting	City Clerk
R.018	<p>Election Files: records concerning regular and special municipal elections held for the purpose of electing municipal officers or considering any other question placed on the ballot by the governing body. Files may include the absentee ballot register and ballots, application for absentee ballots, absentee voter lists and affidavits of destruction, signature roster,</p>	<p>(1) Ballots. Used emergency and absentee paper ballots (If no notice by registered mail of contest or no judicial inquiry) Note: ballots where a contest, recount or judicial inquiry is sought shall be destroyed upon order of the district court having jurisdiction for those precincts (3-8-62 C NMSA 1978): 30 days after the</p>	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	<p>registered voter list, machine printed returns, oaths of office of the precinct board, declarations of candidacy and withdrawals, election resolution, proof of all publications, copies of all election material required to be published or posted, sample ballots and ballot labels, voting machine permits, affidavits of triplicate voter registration or certificates submitted by voters, copies of all affidavits or certificates prepared in connection with election, copy of certificates of canvass, amended certificates of canvass, results of recounts, rechecks, contests, re-canvass, etc.</p>	<p>issuance of the certificate of election or 30 days after completion of canvassing in which there are no candidates for municipal office, for those precincts in which the municipal clerk has received no notice of contest or judicial inquiry(Section 3-8-62 B NMSA1978) (2) Ballots. Unused paper ballots (including unused emergency paper ballots: upon the closing of polls and before voting machines are unlocked (3-8-51B, NMSA 1978) (3) Ballots. Unused absentee ballots: at 5:00 p.m. on the Thursday immediately preceding the date of the election (3-9-8, NMSA 1978) (4) Voter registers or lists and election handbooks: until superseded by new material</p>	
R.019	<p>Franchise Files: records establishing the terms in which utility may use municipal termination of rights of way. Files may include copy of right of way contract (ordinance), studies, reports, work papers, etc.</p>	<p>6 years after termination of franchise</p>	<p>City Clerk</p>

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.020	Governing Board File: records concerning department/division dealings with the governing board of said department/division. File may include original or copy of minutes of meetings, reports, related documentation, correspondence, etc.	5 years	City Clerk
R.021	Industrial Revenue Bond Files: records concerning the issuance of municipal revenue bonds to acquire, own, lease, or sell projects for the purpose of promoting industry and trade other than retail trade. Files may include agreement for the abatement of taxes, project descriptions, industry or trade information, correspondence, memoranda, etc.	6 years after termination of agreements	City Clerk
R.022	Liquor Licenses Files: records concerning the issuance of liquor licenses. Files may contain application for license, license stub, license fee receipts, correspondence, memoranda, etc.	3 years after close of fiscal year in which license issued	City Clerk
R.023	Microfilm Inspection Sheets: Record shows report date, roll number, inspection date, density, resolution, remarks/comments, inspector signature, etc.	5 years after inspection date	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.024	Microfilm Job Ticket: Shows records sent for microfilming, record description, received by, delivered to, etc.	5 years after close of fiscal year in which created	City Clerk
R.025	Minutes of Meetings: records of official proceedings of governing bodies. Information includes agenda, date, place, list of attendees, and a summary of discussion and decisions. Official minutes may also include all informational attachments such as reports, surveys, proposals, studies, and charts distributed to members for discussion and for use in making decisions on department/division policy, planning, and administrative matters. Official minutes shall include only those documents and attachments that have been formally introduced as part of a record.	<p>(1) Minutes of meetings of Governing Body meetings, boards, commissions, and/or other policymaking bodies, as defined in open meetings Act (NMSA 1978, sec. 10-15- 1,): Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.</p> <p>(2) Minutes of meetings of all other bodies: 5 years</p> <p>(3) Tapes or recordings of decision board meetings: Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.</p> <p>(4) Video recordings of decision board meetings: Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.</p> <p>(5) All other documentation including agenda, agenda package, etc.: after next meeting date but no</p>	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		longer than 2 years after meeting date	
R.026	Municipal Bond Certificates of Destruction shows the number and maturity of the bond, note, certificate, coupon, the date paid, etc.	6 years after date created (NMSA 1978, Section 6-10-62)	City Clerk
R.027	Municipal Bonds, Notes, Interest Coupons, and Certificates of Indebtedness: record of debt in form of a bond, note, certificate of indebtedness, or interest coupon incurred by the municipality.	(1) When paying agent is a bank, savings and loan association, or other third party: until paid and certificate of destruction has been prepared (2) When paying agent is the debtor department/division (i.e., municipality): 2 years following payment and certificate of destruction has been prepared	City Clerk
R.028	Non-Business Registration Files: records concerning the issuance of non-business registration to participate in non-business activity (e.g., charitable solicitations, parades, gatherings, displays, garage sales, etc.). Files may contain application for registration, registration stub, registration fee receipts, correspondence, memoranda, etc.	3 years after close of fiscal year in which registration issued	Planning and Land Use Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.029	Oath of Office: original or copies of oaths of elected municipal officials. Oath may show municipal office, name of elected or appointed officer, affidavit, date, signature, etc.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	City Clerk
R.030	Ordinance Code: compilation of current municipal regulations.	Until superseded by new compilation	City Clerk
R.031	Ordinance Files: municipal resolutions adopted by the municipal governing body. Files may contain original resolution adopted, amendments, repeal information, proof of publication, legal notices, etc.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	City Clerk
R.032	Precinct Board Files: records concerning the appointment of precinct boards that will conduct municipal elections. Files may contain copy of appointment notifications, appointment acceptances, oaths of office, list of precinct board members (judges, clerks, and alternates), correspondence, memoranda, etc.	2 years after election for which appointed	City Clerk
R.033	Property Assessment Files: records concerning the assessment of real property (lien) initiated by petition or declaration of imminent domain to improve or develop community infrastructure. Files may contain	3 years after close of fiscal year in which final action taken	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	petitions, correspondence, memoranda, assessment value documentation, challenges to assessed values, final action of governing body, etc.		
R.034	Property Files: records of deeds and leases to real property owned or used by department/division. Information includes description and location of the property, maps, sale agreements, land acquisition forms, deeds, lease agreements, and related correspondence.	<p>(1) Deeds and related documentation (property control copy): Permanent. *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.</p> <p>After property is sold, disposed of, or relinquished, files may be transferred to archives</p> <p>(2) Leases and related documentation (property control copy): 6 years after termination of lease, then transfer to archives for appraisal and final disposal</p> <p>(3) Deeds or leases and related documentation (department/division information copy): 6 years after termination of lease or 6 years after property is sold, or disposed of, or relinquished</p>	City Clerk
R.035	Request for Document Destruction: approval request for destruction of department/division records. Shows	Retention: 3 years after close of calendar year in which records destroyed	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	department/division name and location, date, record description, inclusive dates, quantity of		
R.036	Resolution Files: formal statements expressing the opinion, will, or intent of the municipal governing body.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	City Clerk
R.037	Speech Files: transcript of speeches given by department/division personnel. Speeches concern program procedure, work activities, and related concepts.	Until no longer needed for reference	City Clerk
R.038	Vehicle Title/Registration: Title and/or registration of vehicles owned by the City.	4 years after vehicle disposed of	Finance Department
R.039	911 Database Ledger Correction Form: Includes updates regarding street and address changes.	Until superseded or until no longer needed for reference	Planning and Land Use Department
R.040	Annexation Records: Including petitions, resolutions, ordinances, orders by Municipal Boundary Commission.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Planning and Land Use Department
R.041	Appeals of Planning and Zoning Board Decisions	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Planning and Land Use Department
R.042	Building Code Violation Files: Records concerning violations to building code (building, plumbing, mechanical,	10 years after date of final resolution	Planning and Land Use Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	environmental). Files may contain complaint, inspections, work notes, final report, compliance documentation, final resolution, correspondence, memoranda, etc.		
R.043	Building Drawings, Plans, and Blueprints: Original photographic reproduction of architectural plans or technical drawings. Access to documentation of restricted or security areas shall be limited to authorized personnel only	Permanent. *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Planning and Land Use Department
R.044	Building Inspection Files: Records concerning the application to construct and/or to modify private structures within the municipality. Files may contain application to build/modify, copy of permit issued, inspections (e.g., plumbing, electrical, environmental, etc.), construction plan copies, work notes, certificate of occupancy copy, etc.	10 years after date of final resolution	Planning and Land Use Department
R.045	Building Permit Application	1 year after final inspection	Planning and Land Use Department
R.046	Building Permit Construction Plans: A. Residential Plans B. Commercial Plans	A. 1 years from date of substantial completion B. Permanent	Planning and Land Use Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		*Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	
R.047	Building, Mechanical, Plumbing and Electrical Inspection Logs	1 year from inspection date	Planning and Land Use Department
R.048	Building, Mechanical, Plumbing, And Electrical Permits	1 year from inspection date	Planning and Land Use Department
R.049	Certificate of Occupancy	10 years from date of issuance	Planning and Land Use Department
R.050	City Building Drawings, Plans and Blueprints: Original or photographic reproduction of architectural plans or technical drawings. NOTE: Access to documentation of restricted/security areas shall be limited to authorized personnel only.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Planning and Land Use Department
R.051	Conditional Use Permits	Permanent. *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. Denied or withdrawn files purged 3 years after final action	Planning and Land Use Department
R.052	Family Day Care Permits	3 years after facility closes or daycare provider moves	Planning and Land Use Department
R.053	Fence/Shed Permits: Includes site plan review and application	1 year from date of completion	Planning and Land Use Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.054	Home Occupation Permits	3 years after business ceases to exist	Planning and Land Use Department
R.055	Metropolitan Redevelopment Files: Project files pertaining to redevelopment plans. A. Blighting studies, de-blighting studies, redevelopment plans & copies of ordinances and/or resolutions B. Property ownership notifications, lists of ownership, etc.	A. Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. B. 5 years after completion or cancellation then review for historical value	Planning and Land Use Department
R.056	Non-Conforming Certificates	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Planning and Land Use Department
R.057	Plans: Show streets, developments, subdivisions, traffic, population, Integrated Comprehensive Plan, corridor plans, specific plans, master plans, access plans, etc.	Until no longer needed for reference or implementation	Planning and Land Use Department
R.058	Project Files and Studies: Includes studies and project files pertaining to municipal planning, construction, redistricting, census, Fair Housing policy, etc.	5 years after completion or cancellation then review for historical value	Planning and Land Use Department
R.059	Sign Permits: A. Commercial signs, subdivision signs and change of sign face B. Temporary signs in right-of-way C. Special exceptions to sign code	A. 1 year after business ceases or when new company/subdivision changes sign B. 1 year after event or election occurs	Planning and Land Use Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		C. 1 year after business ceases *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	
R.060	Special Event Permits	1 year after event occurs	Planning and Land Use Department
R.061	Street Excavation Permit: records concerning the application for permit to excavate or bore under a municipal-owned street for the purpose of construction or repair of utility lines. Files may contain application for permit, engineering drawings, archaeological data, copy of permit, cut location information, date of cut, date completed, date of final reformation, etc.	6 years after close of fiscal year in which permit issued	Public Works Department Planning and Land Use Department
R.062	Subdivision Plats: Includes preliminary and summary plats, vacation of right-of-way plats and modifications.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Planning and Land Use Department
R.063	Subdivision Records: A. Pre-applications, exceptions, variances B. Property ownership lists and notifications	A. 10 years B. 5 years	Planning and Land Use Department
R.064	Variance	Permanent. *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Planning and Land Use Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		Denied or withdrawn files purged 3 years after final action	
R.065	Zone Map Amendments	Permanent. *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. Denied or withdrawn files purged 3 years after final action	Planning and Land Use Department
R.066	Zoning Case Files: records concerning request to initially set or change established zoning designation. Files may contain zoning request, fee receipts, reviews, recommendation by planning and zoning board, correspondence, memoranda, etc.	3 years after close of fiscal year in which case closed	Planning and Land Use Department
R.067	Zoning Interpretations	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Planning and Land Use Department
R.068	Zoning Permit Files: records concerning the application to allow the use of property as designated by zoning code. Files may contain application to utilize property as designated by zoning code, certificate of zoning compliance, copy of permit issued, final inspection,	3 years after date of final inspection	Planning and Land Use Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	construction plan copies, work notes, certificate of occupancy copy, etc.		
R.069	Zoning Violation Files: records concerning violations to zoning designation. Files may contain complaint, inspections, work notes, final report, compliance documentation, final resolution, correspondence, memoranda, etc.	3 years after date of final resolution	Planning and Land Use Department
R.070	1099 File: Records concerning the reporting to the IRS on monies paid out by Department on technical and professional services contracts.	1 year after termination of contract provided Audit Report released	Finance Department
R.071	Account Transfer Orders: Shows account names and codes, item codes, amounts to and from for the transfer of cash. Record series includes special purpose transfer orders that include encumbrance detail.	(1) Finance department copy: 6 years after close of fiscal year in which created (2) Treasurer's copy: 3 years after close of fiscal year in which created (3) Other department copy: 3 years after close of fiscal year in which created	Finance Department
R.072	Audit Reports: Printed report documenting the annual audit of funds. These reports, prepared by an outside accounting firm, are categorized by the various offices and further classified by accounts to which they relate. This series also includes semiannual and special	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	audits. Information includes balance sheet, summary of revenue and expenditures, cash balances, statement of taxes, statement of delinquent taxes, statement of other receipts, statement of fines and fees.		
R.073	Bank Statement: Records showing historical record of cash receipts and disbursements	6 years after close of fiscal year in which created	Finance Department
R.074	Benefits Monthly Remittance Includes records of payments for monthly benefits.	6 years after close of fiscal year in which created	Finance Department
R.075	Bids/quotes: Record of each bid submitted by vendors selling goods and or services. Information includes request for quotation, bid spread sheet and bid award letter.	3 years after close of fiscal year in which bid is awarded	Finance Department
R.076	Budget - Operating: Printed copy of annual budget showing projected receipts and expenditures. A. Financial Services Copy. B. Department Copy	A. 3 years after the close of fiscal year in which created B. Until no longer needed for reference	Finance Department
R.077	Budget Adjustment Requests: Standard form for the revision of an approved operating budget detailing money amounts by line item with explanation and justification.	3 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.078	Budget Request: Final draft of proposed budget	3 years after close of fiscal year in which created	Finance Department
R.079	Budget Status Report Monthly: Report generated by Finance Department listing approved budget by category and line item. Information includes budget adjustments, amounts expended, encumbrances outstanding, unencumbered balance, etc.	3 years after close of fiscal year in which created	Finance Department
R.080	Cash Reports, daily: Report generated showing daily revenues deposited with Finance Department by department. A. Finance Department copy B. Departments copy	A. 3 years after close of fiscal year in which created B. Until Audit Report released	Finance Department
R.081	Check Register: Record of checks issued for payment of voucher. Register may show check number, vendor name, vendor code, voucher number, voucher date, vendor invoice number, fund (account) number, payment amount, check date, etc.	6 years after close of fiscal year in which created	Finance Department
R.082	Checks: Canceled or voided checks issued for payment of goods and or services. Information includes date, check number, to whom paid, amount, signature of finance officer, etc. A. Canceled checks B. Voided checks	A. 6 years after the close of fiscal year in which created B. Until Audit Report released	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.083	<p>Commercial Driver's Certification (Form MVD-11042), Files: Contain: certification form with applicant's name, address, date of birth, social security number, driver's license number, state, and applicant's signature. Also contain: Vehicle Certification (Form MVD 10414), and Commercial Driver's License Examination (Form MVD-11040). Note: Paper originals may be destroyed after microfilm meets State of New Mexico Microphotography Standards and is verified for completeness, in accordance with SRC Rule No. 92-03 and 92-04. [8-1-94]</p>	3 years from date of issuance.	Finance Department
R.084	<p>Community Development or Community Service Grant or Sub-Grant Files: records concerning grant monies received and redistributed by the municipality. Records include but are not limited to block grants, negotiated grants, federal department/division grants, state department/division grants (i.e., department/division on aging), entitlement grants, etc. Files may contain municipality's application for grant, grant award notification, applications to the</p>	Retention: 5 years after submission of final expenditure report or 6 years after termination of grant whichever is longer	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	municipality for subgrant monies, copies of sub-grant award notifications, sub-grantee expenditure reports, copy of final expenditure report, reports as required by grant, etc.		
R.085	Construction Grant Records: Includes grant administration files, consultant contracts, submittals, construction records, grant funds cash flow, etc.	10 years after completion of project	Finance Department
R.086	Contract Tax File: Description: records concerning the reporting to the IRS on monies paid out by department/division on technical and professional service contracts.	Retention: 1 year after termination of contract, provided audit report released	Finance Department
R.087	Contract/agreement Files: Records concerning contracts let through bid by the Purchasing Department, technical/professional services contracts, lease/rental contracts, agreements, etc. Files may include contract/agreement, bid information, contract/agreement specifications, correspondence, memoranda, etc. A. Purchasing Division B. Department Copy	A. 6 years after termination of contract or agreement B. Until no longer needed for reference	Finance Department
R.088	Contract/Agreement Logs: lists of all department/division contracts/agreements. Show	6 years after termination of contract or agreement	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	contract/agreement number, agreement contractor termination date, type of contract/agreement, etc.		
R.897	Detail General Ledger Report: Computer generated equivalent to a journal which shows opening cash balance, items adding to the balance in detail, items decreasing the balance in detail, etc.	6 years after close of fiscal year in which created	Finance Department
R.090	Driver's License Application and identification Card Applications (Form MVD-10229): These applications submitted for obtaining a New Mexico Driver's License or Identification (I.D.) Card. Numerical. Shows: applicant's name and address, date issued, number, expiration date, class, date of birth, sex, color of eyes, height, weight, social security number, vision exam, written & road tests, Commercial Driver's License (CDL) knowledge test scores, CDL skills test scores, applicant's questionnaire, organ donation statement, assumption of liability for applicant under age, name change, applicant certification, and Motor Vehicle Division (MVD) or authorized agent verification signature.	3 years from date of issuance	Financial Services

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	This record is created in quadruplicate. A. MVD Division [12-16-82, 8-1-94]		
R.091	Employee Maintenance File: May include status change requests, direct deposit requests.	5 years after termination of employee	Finance Department
R.092	Employee Year-to-Date Information: bi-weekly printout showing year-to-date totals by employee includes gross pay and deductions, etc.	(1) Finance department copy: 3 years after close of fiscal year in which created (2) Other department copy: until audit report released	Finance Department
R.093	EMS Billing: Records concerning EMS services provided. Includes patient invoice and record of payment.	6 years after close of fiscal year in which created	Finance Department
R.094	EMS Insurance: Records concerning denial of insurance and signature authorization letter.	1 year after data entry	Finance Department
R.095	Encumbrance Documents: standard form for encumbering expenses. Shows line item, amount, encumbrance number, etc.	(1) Finance department copy: 3 years after close of fiscal year in which created (2) Other department copy: until audit report released	Finance Department
R.096	Facility Use Agreements: agreement to use municipal facility. File may contain request, approval, schedule, copy of organizational bylaws, etc.	6 years after termination of agreement	Finance Department
R.097	Grants and Revenue Contracts: Records concerning contracts and grants received	6 years after termination of grant	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	<p>by an agent. Records include but are not limited to Block of contract or Grants, Negotiated Grants, Federal Department/division Grants, CDBG, etc. NOTE: Where there is required reporting of expenditures to a federal department/division, retain records for six years after termination of grant/contract or retain records for five years after submission of final expenditure report, whichever is longer.</p>		
R.098	<p>HUD Reporting File: copies of reports required by and submitted to HUD. Report may include accounts reconciliation, budget, statistical, assessment, evaluation, etc.</p>	6 years after close of fiscal year in which created	Finance Department
R.099	<p>Insurance Appraisal And/or Survey File: Records concerning insurance appraisal and/or surveys.</p>	6 years after appraisal or survey.	Finance Department
R.100	<p>Insurance Policy File: Records concerning insurance coverage of City property (buildings and contents, equipment, automobiles, etc.) A. Insurance policy B. City Attorney - Claim files</p>	<p>A. 10 years after expiration of policy provided no claims/suits pending B. 3 years after case closed</p>	Finance Department
R.101	<p>Internal Audit File: internal audits of department/division programs, operations, and of external contractors</p>	5 years after close of fiscal year audited	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	and grantees. File may contain audit plan, entrance or exit conference documentation, procedure questionnaires, correspondence, memoranda, supporting documentation, and final audit report. This record series does not include department/division's external audit report.		
R.102	Inventory Of Fixed Assets: Records concerning the holding of furniture and equipment. Record shows item description, item location, identification number, date of acquisition, original cost, etc.	6 years after close of fiscal year in which created	Finance Department
R.103	Joint Powers Agreements: Written contractual agreement entered between two or more public agencies subject to any constitutional or legislative restrictions imposed upon any of the contracting public agencies. (Joint Powers Agreement Act, 11-1-1 to 11-1-7 NMSA 1978) A. Purchasing Division	A. 10 years after termination of agreement	Finance Department
R.104	Journals: Department machine or hand posted books of original entry.	6 years after close of fiscal year in which created	Finance Department
R.105	Ledgers, General: Department machine or hand posted books of final entry	6 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.106	Liability Certificates of Coverage File: records concerning insurance coverage of department/division liability.	(1) Certificate (policy): 10 years after expiration of policy, provided no claims or suits pending (2) Claim files: 3 years after case closed	Finance Department
R.107	Miscellaneous Deduction Records: Can include but are not limited to records relative to Credit Union, Savings Bonds, Prepaid Legal Services, United Way, garnishment, etc.	3 years after final deduction	Finance Department
R.108	Municipal Bond Schedule: Shows bond issue number, date issued, amount of issue, date of maturity, and date paid.	10 years after maturity date	Finance Department
R.109	Operating Budget: Printed copy of annual budget showing projected receipts and expenditures.	Retention: 3 years after close of fiscal year in which created	Finance Department
R.110	Overtime File: Records of overtime by department personnel	1 year after overtime accrual date	Finance Department
R.111	Payment Voucher Files: records documenting completed transactions authorizing payment for services rendered, purchase of supplies or equipment, travel advance or reimbursement of work-related expenses incurred by an employee or public officer. Files may include supporting documentation such as copy of vouchers,	Retention: 6 years from close of fiscal year in which voucher created or in which audit is completed	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	invoices, purchase documents, expense reimbursement forms, travel reimbursement forms, receipts, travel advance forms, etc.		
R.112	Payroll Register: documents wages paid to employees for services rendered. Information includes name of employee, social security number, date of check, hourly or salaried amount, overtime, number of hours worked, deductions, etc.	(1) Finance/payroll department (year-end payroll register): 6 years after date created (2) Finance/payroll department (weekly, bi-weekly or monthly copies of payroll register): until audit report released (3) Other department copies: until audit report released	Finance Department
R.113	Payroll Sign-out Sheets: Record includes department name, signature of person receiving payroll, date, number and description of payroll received.	1 year after close of calendar year for which created	Finance Department
R.114	Payroll Warrant Register: registers summarizing the information on payroll warrants (checks) issued. Information includes employee name, social security number, amount of warrant (check), state and federal income tax deductions, other deductions, year-to-date totals per pay period, etc.	Retention: 6 years after close of fiscal year in which created	Finance Department
R.115	Petty Cash Fund Files: Records concerning the use of petty cash monies.	Until Audit Report released	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	File may include petty cash request, petty cash vouchers, petty cash canceled checks, petty cash bank statements, receipts, cash reconciliation, etc.		
R.116	Purchase Orders: Purchase orders for goods and services paid for, or for goods and services yet to be delivered. Information includes vendor number, project number, date of purchase order, department, vendor name and address, shipping instruction, quantity ordered, general ledger account number, unit price, extended price, purchasing agent authorization, and notations regarding any shortage in shipment. A. Purchasing Division Copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 year after close of fiscal year in which created	Finance Department
R.117	Purchase Requisition: Requests from the various offices/departments, which describe goods or services to be ordered. A. Purchasing Division Copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 year after close of fiscal year in which created	Finance Department
R.118	Quarterly DFA Report: A quarterly report on money collected or received during the preceding month by the Municipal Treasurer.	3 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.119	Reconciliation of Cash Transactions: record which reconciles the cash balance per the finance department accounting with the cash balance per the treasurer's accounting and provides a detailed listing of all outstanding items.	(1) Finance department copy: 6 years after close of fiscal year in which created (2) Treasurer's copy: 3 years after close of fiscal year in which created (3) Other department copy: 3 years after close of fiscal year in which created	Finance Department
R.120	Requests for Proposals: record of requests for proposal solicited by department/division. Information includes description, evaluation of proposal, evaluation criteria, overview, audit objectives, scope of work, compensation, bid format, additional conditions, etc. Request for proposal may also be filed in various contract or project files.	3 years after close of fiscal year in which bid is awarded	Finance Department
R.121	Revenue Status Report, Monthly: Report generated by Finance Department. Information includes revenue estimate, actual revenue year-to-date, unrealized revenue, current month revenues, etc.	3 years after close of fiscal year in which created	Finance Department
R.122	Signature Authorizations: Record authorizing person to sign fiscal documents, personnel documents, etc. A. Purchasing Division	1 year after close of fiscal year in which no longer authorized	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.123	Surplus Property File: Records concerning surplus property and its disposition. File may contain inventories, records of disposal, accounting information, related documentation, correspondence, memoranda, etc.	1 year after disposition of property or when all audits are released whichever is longer	Finance Department
R.124	Telephone Billings File: reference copies of monthly office telephone bills.	Until audit report released	Finance Department
R.125	Telephone Logs: listing of telephone calls made by department/division personnel for a particular time. Logs may reflect date, time, caller, recipient of call, nature of business discussed, etc.	3 years after close of fiscal year in which created	Finance Department
R.126	Time Sheets: verification of the number of hours worked by employee. Information includes employee's name, employee number, hourly wage, days and hours worked, department head approval, etc.	(1) Finance department copy: 3 years after close of fiscal year in which created (2) Other department copy: until proved to payroll register	Finance Department
R.127	Title Insurance Policy: records concerning the insurance coverage of titles of department/division owned property	(1) Policy: until property sold or disposed of, provided no claims or suits pending (2) Claim files: 3 years after case closed	Finance Department
R.128	Trip Ticket File: records concerning in-state and out-of-state travel requests.	(1) Finance department copy: 6 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		(2) Other department copy: 3 years after close of fiscal year in which created	
R.129	Vendor/Bid Files: Files/listings of vendors with whom Department is currently conducting business.	Until superseded or until information is obsolete	Finance Department
R.130	Vouchers (Journal): Standard form used to correct (adjust) journal entries. Shows date, account, department, activity, line codes, reference numbers, amounts, etc. A. Finance Department copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 years after close of fiscal year in which created (1) Finance department copy: 6 years after close of fiscal year in which created (2) Other department copy: 3 years after close of fiscal year in which created	Finance Department
R.131	Vouchers (Payment Vouchers): standard form used to authorize payment or reimbursement of expenses other than payroll. Information includes vendor name and address, vendor code, department/division fund, quantities, description of goods/services, unit costs, total cost, authorizing signature, etc. Vouchers may be filed in payment voucher file, 1.15.5.310 NMAC.	(1) Finance department copy: 6 years after close of fiscal year in which created (2) Other department copy: 3 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.132	Vouchers (Payroll) Standard form used to authorize payment (release of funds) for payroll.	(1) Finance department copy: 6 years after close of fiscal year in which created (2) Other department copy: 3 years after close of fiscal year in which created	Finance Department
R.133	W-2 Reports: Employer's copy of employees' total earnings and withholdings for the calendar year reported to the Internal Revenue Service. Information includes employer's name and address, employee's social security number, federal income tax withheld, FICA taxes wit	5 years after close of calendar year for which created	Finance Department
R.134	Warrants (Payroll): canceled or voided warrants (checks) issued for payment of goods and/or services. Information includes date, warrant number, to whom paid, amount, signature of finance officer, etc.	(1) Canceled warrants: 6 years after close of fiscal year in which created (2) Voided warrants: until audit report released	Finance Department
R.135	Warrants: Canceled or voided warrants issued for payment of goods and/or services. Information include date, warrant number, to whom paid, amount, signature of finance officer, etc.	(1) Canceled warrants: 6 years after close of fiscal year in which created (2) Voided warrants: until audit report released	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.136	Alarm Report: Report made at every fire-by-fire officer. Can include arson investigation reports.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Fire Department
R.137	Breathing Apparatus Records: Includes air charging system records	Until equipment disposed of	Fire Department
R.138	Building Emergency Evacuation File: Records concerning the safe and orderly evacuation of a building. Records include evacuation plan, list of designated fire captains/coordination leaders, training information, etc.	Until superseded by new plan	Fire Department
R.139	Building Inspection Files (Fire and Rescue): Records concerning periodic fire inspection of schools, hotels, motels, hospitals, business or commercial buildings, and public buildings. File may contain inspections, findings, conclusions, etc.	3 years after inspection date (UFC 103.3.4)	Fire Department
R.140	Building Layout Files: Records concerning public and commercial building layouts that show or identify fire hazards and hazardous materials in responding to fire calls. Files may contain building blueprint or plan, fire prevention features, hazardous materials list, etc.	Until superseded by new business or public use of building or building razed	Fire Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.141	<p>Disaster Recovery File: Description: records concerning the preparation of a disaster plan and the organization of salvage procedures for the department/division. Records include the disaster recovery plan, salvage procedures, information on training in disaster recovery techniques, etc. A copy of this file should be maintained off-site. In the event of a disaster, all copies of this file shall be retained until any or all investigations have been concluded.</p>	<p>Until superseded by new plan</p>	<p>Emergency Management Department</p>
R.142	<p>Emergency Equipment Checklist: record of periodic (daily) inspections of emergency equipment (e.g., SCBA self-contained breathing apparatus, first aid supply inventory, vehicle readiness, etc.). List may show equipment operational status, medical supply quantities, shift time, date, etc.</p>	<p>1 year after close of calendar year in which created C</p>	<p>Fire Department</p>
R.143	<p>Emergency Management Basic Plan: Includes emergency and civil defense plans for the survival of personnel and vital materials during an enemy or terrorist attack, natural or technological disaster, or civil unrest</p>	<p>Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.</p>	<p>Emergency Management Department</p>

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.144	Emergency Medical Services Files (EMS): records concerning medical diagnosis or treatment and billing by responding EMS paramedics. Medical records may include medical service report, monitoring equipment readouts, etc. Billing record may include copy of billing statement submitted to Medicare, Medicaid, insurance carrier, and/or patient, etc.	(1) Medical record: 10 years after date created (2) Billing record: 6 years after close of fiscal year in which final payment received or 6 years after close of fiscal year in which file closed	Fire Department
R.145	Fire Drill Report: report documenting fire drills conducted by the department for schools, businesses, etc. Report may include school (or business) name, date of fire drill, name of person conducting drill, findings, recommendations, comments, etc.	6 months after close of calendar year in which created	Fire Department
R.146	Fire Hydrant Maintenance: Annual inspection of hydrants, including notation of problems and correction of problems.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Fire Department
R.147	Fire Investigation Case Files: records concerning investigations conducted by fire department to determine cause of fire. Files may contain photos, investigation notes, final report, etc.	5 years after date investigation closed	Fire Department
R.148	Hazardous Waste Inspections and Violations Records	Permanent	Fire Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		*Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	
R.149	Inspections: Periodic fire inspections for schools, hotels, hospitals, businesses, and public buildings.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Fire Department
R.150	Logbook (Record of Calls) Show runs made, calls answered, location of fire, unusual occurrences, shift changes, duty roster, visitors to the station, etc.	5 years	Fire Department
R.151	Mobile Equipment Maintenance Record	Until vehicle disposed of	Fire Department Police Department
R.152	Profile Plans: Show location, ownership, occupancy, construction, and fire prevention features.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Fire Department
R.153	Accounts Payable Files: Records concerning the purchase and payment of goods/services. Files may include purchase documents, travel requests, copy of invoice, correspondence, memoranda, etc. A. Finance Department copy B. Department copy	A. 6 years from date audit report released B. 3 years after close of fiscal year in which created	Finance Department
R.154	Accounts Receivable Files: Includes city invoices to various vendors	6 years from date audit report released	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.155	Administrative Files (Director/Division Levels): Records documenting actions of a department director. Files may include memoranda and reports concerning Department policy, organizational and program development records, and non-routine fiscal data, and personnel information. These records reflect administration of policy, coordination of Department functions, and management of program activity.	5 years	General Government
R.156	Administrative Policies: Prescribed standards which are specific to the function and purpose for which the Department or institution was created and exists.	Until superseded by new policy	General Government
R.157	Administrative Reference Files (Non-executive levels): Routine office management files retained below the department/division director, deputy director, and division director levels. Included are convenient copies of memoranda, reports, printed matter, and other reference materials. Topics include such subjects as: job activities, program material, general office information, professional associations, charitable	Retention: until no longer needed for reference	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	affairs, parking for staff, disaster preparedness, and other related topics.		
R.158	Agendas and Packets for Boards and Commissions	5 years after close of fiscal year in which created.	City Clerk
R.159	Bond Files: By department; contains certificate(s) of surety bond coverage for any company or persons acting on behalf of or in service of municipality.	10 years after expiration of bond	Finance Department
R.160	Budget - Work Papers: Department submission to Administration of work papers used in preparing the Operating Budget. A. Finance Department copy B. Department copy	A. 3 years after the close of fiscal year in which created B. Until no longer needed for reference	Finance Department
R.161	Building and Grounds Maintenance Records: Includes daily checklists, work schedules, work orders, maintenance schedules, personnel schedules, vehicle check lists, daily work reports and logs, herbicide/fertilizer schedules, safety data sheets, etc.	4 years after close of fiscal year in which created	Public Works Department
R.162	Calendar Of Events File: Reference copies of Department calendars of events	Until superseded	Community Engagement
R.163	CIP Files (Capital Improvement Plan) Records concerning the use of capital funds. Records document the progress and completion of capital projects (i.e., construction, redesigning, renovation,	A. 10 years after completion of project B. Until infrastructure no longer exists	Public Works Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	remodeling of municipal structures, streets, utility lines, etc.). Files may contain bid/quote documentation, contracts, payroll documentation, expenditure reports, blueprints, architectural drawings, soil tests/analysis, engineering specification, payment documentation, etc. A. As applicable: Fiscal/contractual documents (i.e., bids, quotes, agreements, contracts, etc.). B. Public Works or Utilities Department, as applicable: Technical documents (i.e., blueprints, architectural drawings, soil tests/analysis, engineering specification, etc.). C. All other documents	C. 2 years after close of fiscal year in which project completed	
R.164	Committee Files: Records concerning committees that do not meet the definition of a public body, as defined by the Open Meetings Act (10-15-1B, NMSA 1978), with which the Department deals. (These committees do not formulate public policy or discuss public business or take any action which the committee has authority to take.) Files may contain minutes of meetings, reports,	5 years after close of fiscal year in which created	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	notifications, correspondence, memoranda, related documentation, etc.		
R.165	Complaint Files: Records concerning customer complaints. File may include evaluations by staff, patrons' complaints, final decision documentation, etc.	5 years after date of last entry	Community Engagement
R.166	Conferences/workshops Attended File: Records of conferences/workshops attended by office/departmental personnel. File may contain agendas, programs, handouts, correspondence, memoranda, related documentation, etc.	Until no longer needed for reference	General Government
R.167	Conferences/workshops Conducted File: Records of conferences/workshops conducted by office/departmental personnel. File may contain agendas, programs, handouts, reports, training materials, critiques, questionnaires, correspondence, memoranda, related documentation, etc.	Until no longer needed for reference	General Government
R.168	Construction Plans: Original or photographic reproduction of architectural plans or technical drawings. May show streets, developments, subdivisions, traffic, utility services, and sectors. NOTE: Access to documentation	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	of restricted/security areas shall be limited to authorized personnel only.		
R.169	Correspondence Files (Elected/Executive Level): Correspondence is related to the administration of a department or division. Communications concerning coordination of programs, Department policy, and responsibilities of a non-routing nature that impact on the Department or its divisions. NOTE: This record group includes the correspondence files of all elected and appointed officials.	2 years after close of fiscal year in which created	General Government
R.170	Correspondence Files (Staff Level): Routine correspondence created or retained below the level of Department director and division levels. Letters and memoranda reflect communication regarding program procedures, general work activities, and responses to information requests.	1 year after close of fiscal year in which created	General Government
R.171	Custodian of Record File: Records documenting the inspection of public records. File may include procedures, custodian of record appointment, requests to review/copy documents, copies of denial to review/copy	A. Until superseded B. 40 months after date of request closure.	City Attorney

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	documents, copies of memoranda extending time to respond to request, copies of memoranda stating that this Department is not responsible for maintaining record requested and is forwarding request to appropriate custodian, copies of material responsive-whether provided or exempt, etc. A. Procedures and custodian of record appointments B. Records of requests filled		
R.172	Day Planners and Schedules of Daily Activities: Records used to keep track of work related events and commitments of Department staff members. Record includes daily appointment books, calendars, and other records indicating dates for meeting and work activities.	Until no longer needed for reference.	General Government
R.173	Department Reports	Until superseded	General Government
R.174	Deposit Slips: Receipt verifying the amount deposited into bank account or deposited with Finance Department A. Bank deposit slips B. Finance Department deposit slips	A. 3 years after close of fiscal year in which created B. 3 years after close of fiscal year in which created	General Government
R.175	Equipment and Supplies File: Records concerning supplies and equipment, including software. File may contain	A. 6 years after termination of warranty B. Until disposition of equipment	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	accounting records, operating manuals, warranties, inventories, related documentation, correspondence, memoranda, etc. A. Warranties B. Equipment records, including operating manuals C. Supply records	C. Until audit report released	
R.176	Feasibility Studies: Studies requested/conducted prior to the acquisition, installation, implementation, and or purchase of new technologies, equipment, properties, projects, etc.	5 years after completion or cancellation of study.	General Government
R.177	Finding Aids (Indexes): Indexes, lists, registers, and other finding aids used to provide access to records.	Until superseded or until related records are destroyed.	General Government
R.178	Herbicide and Pesticide File: Records concerning the use and storage of herbicides and pesticides on City property and right of ways. File may contain storage documentation, application documentation, applicator certification information, herbicide inventory, pesticide inventory, etc.	2 years after date created	General Government
R.179	Incident File: Records concerning unusual occurrences such as injuries to members of the public.	5 years from the end of calendar year in which created	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.180	Insurance Appraisal or Services Files: records concerning insurance appraisal or surveys	Six years after appraisal or survey.	General Government
R.181	Insurance Claims: 1. Records of amounts recovered from insurance companies in connection with losses and of claims against insurance companies, including reports of losses and supporting papers 2. Inspectors' Report and Records of Condition of Property 3.A. Records in connection with claims presented against the company in connection with accidents resulting in damage to the property of others or personal injuries 3.B. Papers, reports, statements of witnesses, etc. necessary to the support or rejection of individual claims against the company	1. 6 years 2. When superseded and outstanding conditions met 3.A. 3 years after settlement 3.B. 3 years after settlement	General Government
R.182	Invoices (City): Copies of invoices issued by various offices/departments supplying goods and or services. Information includes vendor name and address, date of purchase, purchase order number, invoice number, items or services purchased, amounts, total, etc. A. Finance Department copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 years after close of fiscal year in which created.	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.183	Invoices (Vendor): Invoices submitted by various vendors supplying goods and or services. A. Finance Department copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 year after close of fiscal year in which created	General Government
R.184	Leave Records: Can include but are not limited to application for leave, leave balance sheets, etc.	Until audit report released for year in which record created	General Government
R.185	Lists/directories: Includes mailing lists, telephone directories and rosters compiled by the department.	Until superseded	General Government
R.186	Maintenance Service File: Records concerning maintenance services conducted for office/department. Files may include work orders, maintenance reports, related documentation, correspondence, memoranda, service agreements, etc. A. Service Agreements filed with contract manager B. All other records	A. 6 years after termination of agreement B. 3 years after date of last entry	General Government
R.187	Manuals of Procedures: Manuals of procedure prepared and published by state agencies for the guidance of public officers and employees engaged in operations required for the efficient operation of state and local government, including but not limited to acquiring space, budgeting, accounting,	A. Until superseded by new manual of procedure	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	<p>purchasing, contracting, vouchering, printing, appointment and dismissal of employees, record maintenance, etc. A. Department copy</p>		
<p>R.188</p>	<p>Material Safety Data Sheets: records concerning safety information on chemical products used by the staff. Material safety data sheet may contain information on chemical ingredients, hazards identification, first-aid measures, firefighting measures, accidental release measures, handling and storage, exposure controls or personal protection, department/division name or vendor name, physical and chemical properties, toxicological information, etc.</p>	<p>Retention: 30 years after discontinuance of substance per 29 CFR 1910.1020(d) (1) (ii)(B)</p>	<p>General Government</p>
<p>R.189</p>	<p>Motion Pictures of Video Recordings</p>	<p>(1) Documentary or training films produced or funded by department/division: while policy is in effect, then transfer to archives for 1 year (2) Films acquired from outside sources for personnel and management training: while personnel or management policy is in effect (3) Routine surveillance</p>	<p>General Government</p>

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		footage or recordings: 30 days after date created (4) Footage or recordings that document routing meetings: 30 days after date created	
R.190	Newspaper Releases: Includes news/press releases issued by the City	4 years after close of fiscal year in which created	General Government
R.191	Non-record Materials: The following specific types of materials are defined as A non-record and may be disposed of at the discretion of the Department when they are of no more value/use to the Department. A. Extra copies of correspondence and other documents preserved only for convenience of reference. B. Blank forms, books, etc., which are outdated. C. Materials neither made nor received in pursuance of statutory requirement nor in connection with the functional responsibility of the city. D. Preliminary drafts of letters, reports, and memoranda which do not represent significant basic steps in preparation of recorded documents. E. Notes, audio and video recordings which have been transcribed, except where noted on City retention schedule. F.	None	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	<p>Routing and other interdepartmental forms which do not add any significant material to the activity concerned. G. Stocks of publication and processed documents preserved for supply purposes only. H. Form and guide letters, sample letters, form paragraphs. NOTE: All other materials either related or received in pursuance of statutory requirements or in connection with the transaction of public business which belong to the office concerned are government property and not personal property of the officer or employees concerned. Therefore, any material not included in the above definition cannot be destroyed, given or taken away, or sold without complying with all the statutory requirements specifically relating to said records.</p>		
R.192	Operator Training Records: Includes all records on training conducted to maintain state certified operators.	2 years after employment separation	General Government
R.193	Payment Invoice Files: records concerning the purchase and payment of goods/services provided by the department/division. File may include	(1) Finance department copy: 6 years after close of fiscal year in which created	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	buyer's purchase documents, copy of department/division's invoice, correspondence, memoranda, etc.	(2) Other department copy: 3 years after close of fiscal year in which created	
R.194	Payment Requests: Standard form used to authorize payment or reimbursement of expenses other than payroll. A. Finance Department copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 years after close of fiscal year in which created	General Government
R.195	Petition Files: records concerning requests on a variety of issues (e.g., special election, ordinance change, traffic light installation, speed bump installation, etc.).	(1) Petitions that initiate an election: Filed in election files (2) All other petitions: 1 year after close of fiscal year in which received	General Government
R.196	Photographs: Photographic proof and negatives of Department activities. Photographs may include identification according to time, place, and Department activity	Until no longer needed for reference	General Government
R.197	Policies and Procedures File: Reference copies of current policies and procedures of government and non-government entities with which the Department deals	Until superseded or obsolete	General Government
R.198	Project Control File: Memoranda, reports and other records documenting assignments, progress, and completion of projects. NOTE: Record series does not include construction project files.	1 year after close of fiscal year in which project completed/canceled	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.199	Quarterly & Annual Reports: Includes state required quarterly and annual reports for various City activities	5 years after close of fiscal year in which created	General Government
R.200	Receipts: Department documents that record the receipt of any form of payment to the Department.	3 years after close of fiscal year in which created	General Government
R.201	Reference Files (Staff Level): Routine office management files retained below the Department director and division levels. Included are convenient copies of memoranda, reports and other reference materials. Topics include such subjects as: job activities, program material, general office information, professional associations, charitable affairs, disaster preparedness, and other related topics.	Until no longer needed for reference	General Government
R.202	Report Of Injuries	4 years after end of calendar year in which submitted	General Government
R.203	Schedules of Daily Activities: records used to keep track of work-related events and commitments of department/division staff members. Record includes daily appointment books, calendars, and other records indicating dates for meeting and work activities	Until no longer needed for reference but no longer than 1 year after close of calendar year in which created	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.204	Special Event Registration Records: Registration forms, vendor registration forms, release of liability forms to participate in special events.	1 year after expiration	Planning and Land Use Department
R.205	Subject Files: Correspondence, memoranda, publications, reports and other information received by Department and filed by subject.	Until superseded or until information no longer needed for reference	General Government
R.206	Supplies and Equipment File: Records concerning supplies and equipment, including software. File may contain accounting records, operating manuals, warranties, inventories, related documentation, correspondence, memoranda, etc. A. Warranties B. Equipment records, including operating manuals C. Supply records	A. 6 years after termination of warranty B. Until disposition of equipment C. Until audit report released	General Government
R.207	Surveys/Maps: Surveys/maps developed by a department to carry out its mission and function. Information concerns roads, property lines, corners, monuments, road marker placements, structures, sites, and other related data.	Until no longer needed for reference	General Government
R.208	Visitor Control Files: registers or logs used to record names of outside contractors, service personnel, visitors, employees admitted to areas.	Retention: 1 year after date created	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.209	Accident Report File: reports of accidents involving department/division personnel.	(1) Files resulting in no action/claim/litigation: 2 years after date of accident (2) Files resulting in action/claim/litigation: until incorporated into workers' compensation file	Risk & Safety
R.210	Affirmative Action and Equal Opportunity Files: Records concerning department/division's affirmative action/equal opportunity program. File may include regulations and guidelines, policies, reports, studies, correspondence, and related records.	(1) Regulations, policies, guidelines, reference materials: until obsolete or superseded, then transfer to archives for appraisal and final disposal (2) Grievance or complaint files: 1 year after date case closed (3) Compliance reviews: after 5 years (4) Remaining records: 2 years after date created Confidentiality: NMSA 1978, Section 10-15-1 .	Human Resources Department
R.211	Department/division organizational Charts: Records that reflect the organizational structure of the department/division and its divisions. Information includes a diagram, which shows a systematic and symbolic arrangement of an department/division's divisions and program areas by name and function.	1) Executive copy (department/division director, deputy director, and division director): until superseded and until no longer needed for reference, then transfer to archives (2) non-executive copies: until superseded by new organizational char	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.212	Alcohol and Drug Abuse Program File: Records concerning the administration of the department/division's alcohol and drug abuse program	Retention: 3 years after close of fiscal year in which created	Risk & Safety
R.213	Applications for Employment - Rejected	3 years after rejection	Human Resources Department
R.214	Applications for Employment File: Applications for employment within an office or department. File may contain application, resume, letters of reference or recommendation, correspondence, memoranda, related documentation, etc.	(1) Applications and records for individuals hired: transfer to personnel office when individual accepts position (2) Applications and records for individuals not hired: transfer to personnel office when position is filled (3) Unsolicited applications: transfer to personnel office when received	
R.215	Background Investigation Records: Can include but are not limited to application, authorization, investigation, final report, etc. A. Hired employees B. Individuals not hired	A. 3 years after employee terminated or retired B. 3 years after investigation	Human Resources Department
R.216	Classification Study Files: special studies for proposed classifications; can include but are not limited to job description, task statements, methodology, description of study, salary surveys, relative correspondence, etc.	(1) other department: 3 years after created (2) Human Resources Department: 10 years after study is superseded	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.217	Collective Bargaining Files: records concerning transactions with labor organizations representing employees in collective bargaining. Files may contain copy of certification of labor organization as the exclusive representative of employees, mediation documentation and recommendations, agreements, grievances and resolutions D certification correspondence memoranda etc.	(1) Agreements: 6 years after termination of agreement (2) Grievances and resolutions: 3 years after date of resolution (3) All other documentation: until no longer needed for reference	1. City Clerks 2. Relevant Dept. 3. Human Resources Department
R.218	Control Logs include logs for controlling each step of personnel actions from initiation through completion of action	Until all actions are completed	Human Resources Department
R.219	Education and Training Files: can contain but are not limited to material relative to education of training, test booklets, answer sheets, lists of attending employees, course brochures, synopsis, copies of contracts, relative correspondence, etc.	Retention: 3 years after course conducted	Human Resources Department
R.220	Employee Eligibility Verification, (FORM I-9) Files: records documenting the employer's determination, verification and re-verification of eligibility that an employee is authorized to work in the United States. File may include form I-9 (i.e., employee name, address, date of	Retention: 3 years from date of hire or 1 year from date of separation of employment, whichever is later (8 CFR 274A.2) Confidentiality: Portions of this record may be confidential pursuant, but not limited to, 5 USC,	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	birth, social security number, attestation of citizenship, etc.), copy of social security card, copy of employment authorization with photo, copy of driver's license, copy of birth certificate, copy of U.S. citizenship identification card, etc.	Section 552a (i.e., social security number).	
R.221	Employee Listing: May list name, number, position, location, hire date, salary, etc.	Until new listing is issued	Human Resources Department
R.222	Employee Number Logs: Can show number, name, date hired, etc.	Until purpose is served	Human Resources Department
R.223	Equal Employment Opportunity and Affirmative Action Plans: required annual by state and federal law, these are department assessments of internal employment practices with specific policies and procedures designed to eliminate the effects of institutional discrimination.	3 years after issued	Human Resources Department
R.224	Grievance and Complaint Files: can contain but are not limited to complaint and grievance, correspondence, summary of hearing, exhibits, committee, decisions, transcripts, resolutions, depositions, etc.	Destroy 3 years from date of separation from employment	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.225	Group Insurance Policy Files: records concerning insurance coverage of department/division employees (health, life, accident, and long-term disability).	<p>(1) Group insurance policy: 10 years after expiration of policy, provided no claims or suits pending</p> <p>(2) Individual employee policy holders' records (waiver and enrollment forms applicable to group insurance in effect): 3 years after employee terminated or retired, or 3 years after termination of effective period</p> <p>(3) Claim file: until informational value ends Confidentiality: claim files containing health information are confidential. (14-6-1 NMSA 1978)</p>	Human Resources Department
R.226	Human Resources Memoranda: Personnel office memorandums	<p>(1) other department: until rescinded</p> <p>(2) personnel office: Permanent</p> <p>*Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.</p>	Human Resources Department
R.227	Insurance Records: deduction authorization, request for change, waiver and copies of claims, correspondence, etc.	<p>(1) deduction authorization, request for change, waiver: 3 years after employee terminated or retired or 3 years after termination of agreement</p> <p>(2) copies of claims, correspondence, etc.: until purpose is served</p>	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.228	Job Description Questionnaire: shows department, position, number, current and proposed classification, name of incumbent and supervisor, personnel department signature, description of work performed, etc.	(1) other department: until new listing is issued (2) personnel department: 10 years after replaced	Human Resources Department
R.229	Job Description: Shows job title, definition, supervision and guidelines, examples of work performed, distinguishing characteristics, minimum qualifications, working conditions.	Once new description is issued	Human Resources Department
R.230	Job Postings: Can show position title, range, salary, location, supervisor, qualifications, deadline, etc.	Until position is filled	Human Resources Department
R.231	Job Specification: shows job title, definition, supervision and guidelines, examples of work performed, distinguishing characteristics, minimum qualifications, working conditions	(1) other department: once new specification is issued (2) Human Resources department: 10 years after job specification is replaced	Human Resources Department
R.232	List Of Approved Class Specifications (Classification and Compensation Plan): Shows specification number, range, abbreviated title, full title. A. Other department B. Human Resource Office	A. Until new list is issued B. 3 years after superseded	Human Resources Department
R.233	Notice of Accident - Employee A. Human Resources-original B. Department copy	A. 1 year after case is closed B. 90 days after report is filed	Risk & Safety

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.234	Notice of Changes of Class Specification: shows manifest number, effective date, present class title and specification number, nature of action, etc.	(1) other department: until new list is issued (2) personnel office: 10 years after replaced	Human Resources Department
R.235	Personnel Evaluations: Employee personnel evaluations	Retention: 3 years after issued	Human Resources Department
R.236	Personnel Files: Can include but are not limited to personnel action requests. Salary adjustment notices. Employee payroll information sheets, performance evaluations, correspondence (includes disciplinary actions, commendations, recommendation, etc.). General (includes applications, job descriptions, test grades, certificates, resumes, transcripts, disclaimers, etc.) A. Human Resource Department B. Other Department Copies	A. 55 years after employee terminated or retired B. 3 years after employee retired or terminated	Human Resources Department Relevant Department
R.237	Promotional and Transfer Opportunity Notices (Internal): can show position title, range, salary, location, supervisor, qualifications, deadline, etc.	3 years after issued	Human Resources Department Relevant Department
R.238	Rejected Applications: Rejected job applications	3 years after rejected	Human Resources Department
R.239	Retirement Records: can include but are not limited to application, certification, changes, refunds, financial ledger, correspondence, etc.	Personnel department copy: 3 years after employee terminated or rehired	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.240	Search Committee Files: records concerning activities of specially formed search committees charged with recruiting new or replacement department/division personnel. File may include resumes, applications, correspondence, related records, memoranda, etc.	(1) Applications and records for individuals hired: transfer to personnel office when individual accepts position (2) Applications and records for individuals not hired: transfer to personnel office when position is filled (3) Unsolicited applications: transfer to personnel office when received	Human Resources Department
R.241	Status Change Request: May include rate changes, hires, transfers, promotions, terminations, and employee address update. A. Data Processing B. Other department C. Human Resource Office	A. 5 years after the close of fiscal year in which created B. 3 years after issued. C. Part of the official record include in Personnel file	Human Resources Department
R.242	Surety Bond Files: records concerning surety bond coverage of department/division employees and persons acting on behalf of or in service to the department/division in any official capacity.	(1) Certificate (policy): 10 years after expiration of policy, provided no claims or suits pending. (2) Claim files: 3 years after case closed	Risk & Safety
R.243	Training Course Reports: Mandatory and voluntary training courses taken by employees.	3 Years after course is completed	Human Resources Department
R.244	Unemployment Compensation Claims - Quarterly Printout: Report compiled from records maintained by Employment	2 years after close of fiscal year in which created	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	Security Department; show name and social security number of claimant, eligibility, paid benefits, etc.		
R.245	Worker's Compensation Claim Files: May contain copies of investigation reports medical and documentation reports, copies of medical bill submitted by claimant, record of paid benefits, etc. NOTE: Claim files containing health information are confidential. (14-6-1, NMSA 1978)	3 years after end of calendar year in which created (1) Paper: until entered and verified into system (2) Data: 3 years after no longer employed with the department/division. Confidentiality: portions of record may contain confidential information per 20 CFR 401.	Risk & Safety
R.246	Computer System Access Request: hardcopy input document used to request or modify a user's systems access. Record may contain username, user number, request date, organization or unit identifier code, position title, justification, written approval, user social security number, requested login identity, system name, domain name, group name, restrictions, etc.	(1) Approved systems: 1 year after discontinuance of system, provided all magnetic data files are authorized for disposal or transferred to new or alternate system (2) Disapproved proposed systems: 1 year after date of final action	Information Technology and Telecommunications Department
R.247	Documentation Tape Files: data processing tapes providing documentation for operation systems. Tapes include data systems	5 years from date of final report Confidentiality: Portions of this record may contain confidential information pursuant, but not	Information Technology and Telecommunications Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	<p>specifications, systems test documentation, file specifications, user guides, output specifications, reports, and information retrieval data. Proprietary software is confidential (copyright, protection of rights, 17 USC, section 102,106, and 117). System test documentation for approved systems may be destroyed one year after completion of testing.</p>	<p>limited to 44 U.S.C. sec. 3544(a)(1)(A).</p>	
<p>R.248</p>	<p>Electronic Information Security Audit Files: records documenting security audits conducted on electronic information systems. Files may include risk assessment report, business process analysis, final audit report and determinations, correspondence, etc.</p>	<p>2 years after system goes into production</p>	<p>Information Technology and Telecommunications Department</p>
<p>R.249</p>	<p>Test Files: records concerning test results for upgrades, migration or compliance. File may contain system specifications, hardware specifications, computer printouts, notes, correspondence, e-mail, electronic logs, pre and post test results, benchmark results, operating system version, application version, testing personnel name, etc.</p>	<p>3 years after date request completed</p>	<p>Information Technology and Telecommunications Department</p>

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.250	Information Technology Service Requests: records documenting requests for technical service assistance. Files may include service request form, response to request, information on the use of computer equipment for program delivery, security authorization form, etc.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Information Technology and Telecommunications Department
R.251	Accession Records: records concerning the acquisition of library monographs, films, photographs, collections, etc. Record may show accession number, author, title, publisher, date of publication, cost of acquisition, etc.	Until receipt of materials	Community Services Department
R.252	Acquisitions File: Materials on order but not yet added to collection	Until receipt of materials	Community Services Department
R.253	Borrower File: Records that authorize patrons to borrow library materials (includes interlibrary loans). May show borrower name, borrower number, expiration date, etc. NOTE: Confidentiality (18-9-4, NMSA 1978)	Until obsolete	Community Services Department
R.254	Borrowing/loaning Records: Records concerning the borrowing and loaning of library materials (includes interlibrary materials). NOTE: Confidentiality (18-9-4, NMSA 1978)	Until all borrowing/loaning transactions completed	Community Services Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.255	Catalog Of Holdings: Record of library holdings in manuscript, printed catalog, or continuously updated catalog forms.	Until superseded	Community Services Department
R.256	Censorship or Complaint Files: records concerning library material censorship and complaints. File may include evaluations by staff, patron's complaints, final decision documentation, etc.	5 years after date of last entry	Community Services Department
R.257	Challenges to Materials: Records concerning requests for reconsideration of library materials and library review.	10 years after date of last entry	Community Services Department
R.258	Gift Donors File: records concerning the donation of publications and manuscripts to the library. Comply with applicable provisions of legal agreement regarding confidentiality of records concerning each gift. Gift Donors File: records concerning the donation of publications and manuscripts to the library. Comply with applicable provisions of legal agreement regarding confidentiality of records concerning each gift.	5 years after date created	Community Services Department
R.259	Interlibrary Loan Records: Includes loan requests, request logs, and monthly status reports. NOTE: Confidentiality (18-9-4, NMSA 1978)	1 year from end of calendar year in which created	Community Services Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.260	Patron's Registration for Use of Special Library Materials: records concerning the use of rare, valuable, or other restricted library materials. Records may show patron name, patron address, patron signature, etc.	5 years after date materials used. Confidentiality: NMSA 1978, Section 18-9-4	Community Services Department
R.261	Requests for Reproduction of Copyrighted Works: records concerning requests for copyrighted materials. Records may contain files or logs, records of requests made for copies or phonorecords of copyrighted materials, records of the fulfillment of such requests, etc. (includes interlibrary loans).	3 years after the calendar year in which created per United States Copyright Office Circular 21, p. 19 Confidentiality: NMSA 1978, Section 18-9-4	Community Services Department
R.262	Selection Records: records documenting the selection of books and other library materials (monographs, periodicals, films, etc.).	1 year after date created	Community Services Department
R.263	Statistical Reports: Includes annual report submitted to State Library	20 years	Community Services Department
R.264	Arrest Reports (Arrest/Booking Reports): Records the arrest/booking of subject. Information includes subject name, arrest number, physical characteristics arrest date/time, arrest location, arresting officer name, charges, etc. A.	A.1. 5 years after the incident or until investigation closed, whichever is longer. A.2. 5 years after incident date or until juvenile reaches age 19, whichever is less, provided	Municipal Court

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	DPS A.1. Adult records A.2. Juvenile records B. Municipal Court	investigation closed B. 3 years after case closed Confidential: 1.19.8.804.D.2 NMAC, NMSA 1978, Section 32A-2-32	
R.265	Bond Book/CASH BOND RECORD Includes defendant name, name of person who posted the bond, amount of bond, check number and receipt number.	6 years after close of fiscal year in which created	Municipal Court
R.266	Check Register: Record of checks issued for payment of voucher. Register may show check number, vendor name, vendor code, voucher number, voucher date, vendor invoice number, fund (account) number, payment amount, check date, etc.	6 years after close of fiscal year in which created	Municipal Court
R.267	Citations - Penalty Assessment and Non-Traffic (NTC) A. Municipal Court B. Police Department copy	A. 3 years after case closed B. 6 months	Municipal Court
R.268	Court Docket Book: Shows defendant name, docket number, offense, judge, charge, citation number, officer name, disposition, etc.	3 years after case closed	Municipal Court
R.269	Court Docket: record log of civil processes served. Docket may show parties names, attorneys, type of civil process, date of entry, by whom served,	5 years after date logged	Municipal Court

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	date of service, kind of service, police department costs, etc.		
R.270	Criminal Case File, DWI: Contains criminal docket sheet, Uniform Traffic Citation, criminal complaint, summons, Probable Cause Form, bail bond forms, Condition of Release forms, Notice of Appeal, Warrants, Failure to Appear Notices, Entry of Appearance form, Remand Order, Waiver of Counsel forms, Guilty Plea Proceeding form, transportation documentation, Judgment and Sentence forms, fidelity bond claim, court pleadings, motions, pleadings, notes, briefs, releases, investigative reports, investigator activity logs, transcripts, closing sheets, correspondence, memoranda, etc. NOTE 1: Treatment/psychological evaluations, supervision histories (i.e., probation, mandatory programs, etc.) shall be kept separately.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Municipal Court
R.271	Criminal Case File, Non-DWI: Contains Uniform Traffic Citation, criminal complaint, summons, Probable Cause Form, bail bond forms, Condition of Release forms, Notice of Appeal,	3 years after case closed	Municipal Court

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	<p>Warrants, Failure to Appear Notices, Entry of Appearance form, Remand Order, Waiver of Counsel forms, No Contest forms, transportation documentation, judgment and Sentence forms, fidelity bond claim, court pleadings, motions, pleadings, notes, briefs, releases, investigative reports, investigator activity logs, transcripts, closing sheets, correspondence, memoranda, etc. NOTE 1: Treatment/psychological evaluations, supervision histories (i.e., probation, mandatory programs, etc.) shall be kept separately.</p>		
R.272	<p>Master Computer Record: Shows docket number, defendant name, defendant personal data, incident location, incident date, etc. NOTE: Court shall insure that both alphabetical and numerical access to case file is produced.</p>	10 years after case closed	Municipal Court
R.273	<p>ADA Compliance Files: Records concerning the Americans with Disabilities Act. File may contain ADA plan, policies, grievance procedures, grievances, resolutions, etc.</p>	<p>(1) Plans, policies, and procedures: until superseded or 1 year after affected grievances have been resolved (2) Grievances and resolutions: 1 year after date closed</p>	Municipal Court

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.274	Concession Records: Includes agreements, financial reports, approvals, inspections, etc.	6 years after close of fiscal year in which created	Municipal Court
R.275	Damage Reports: Daily reports on vandalism, replacement, repair, date of repair, etc.	5 years after date of report	Municipal Court
R.276	Park And Facility Audit Files: Includes usage reports, improvements, etc.	Until change occurs in equipment	Municipal Court
R.277	<p>Program, Class and Report of Injury Files:</p> <p>A. Includes registration/acknowledgement of risk forms, accident/incident reports, medication forms, restraint forms, inclusion forms, comment/evaluation forms, usage reports, transportation records, lunch program records, attendance and participation reports, etc.</p> <p>B.1 Waiver of liability/Acknowledgement of risk forms/Report of Injury 1. For children under the full age of seven (7) years 2. For children over seven (7) years</p>	<p>A. 3 years after the close of fiscal year in which created B.1. 3 years after the close of fiscal year of child's 9th birthday B.2. 3 years after close of fiscal year in which created</p>	Municipal Court
R.278	Recreation Program Files: records concerning the management of recreational programs (summer recreational programs, recreational leagues, swimming pool). Files may	1 year after close of fiscal year in which created	Municipal Court

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	contain activity rosters, program schedules, work schedules, etc.		
R.279	Recreational Leagues: Includes rosters, schedules, by-laws, correspondence, season determinations, etc.	1 year after league dissolution	Municipal Court
R.280	Animal Control Files: Records concerning animal control. Files may include violations of animal control ordinances, carcass removal records, animal pound records, licensing documentation, lost and found reports, animal trap records, animal license (tag) copy, etc.	(1) Ordinance violation records: 1 year after date of incident (2) Carcass removal records: 30 days after date of removal (3) Animal adoption records: 1 year after date of adoption (4) Euthanasia records: 30 days after date of disposition of animal (5) Financial records: As described in this schedule (6) All other records: 1 year after date created	Police Department
R.281	Animal Lost and Found Records	30 days after reported	Police Department
R.282	Animal Trap Rental Agreements	60 days after trap returned	Police Department
R.283	Arrest Reports (Arrest/Booking Reports): Records the arrest/booking of subject. Information includes subject name, arrest number, physical characteristics arrest date/time, arrest location, arresting officer name, charges, etc. A. DPS B. Municipal Court	A. Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. B. 3 years after case closed	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.284	Citations - Penalty Assessment and Non-Traffic (NTC) A. Municipal Court B. Police Department copy	A. 3 years after case closed B. 6 months	Police Department
R.285	Citations Issued A. Municipal Court B. DPS	A. 1 year B. 3 months	Police Department
R.286	Code enforcement Violations Case Files: By case number and includes report of violation, complaints, inspections, notifications, digital photos, video	3 years from date the case is initiated	Police Department
R.287	Complaints And Grievances: Not resulting in investigation	3 years from date the case is initiated	Police Department
R.288	Confidential Source (Informant) Files: Records concerning confidential sources or informants utilized in criminal investigations conducted by DPS. File may contain names of informants, personal and/or criminal history of informants, types of information available through informant, information A. Fiscal information B. All other information	A. Until Audit Report released B. Until no longer needed for reference	Police Department
R.289	Crime Prevention Files: records concerning crime prevention instruction (e.g., workshops, seminars, presentations, etc.) conducted by police department staff. Files may contain	(1) Training materials: until superseded by new materials (2) All other records: 5 years after event date	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	agendas, programs, handouts, training materials, reports, correspondence, etc.		
R.290	Criminal History Log	1 year	Police Department
R.291	Criminal History Records (Rap Sheet): Record of complete cumulative original history on any subject arrested for a crime by the police department. Information may include any/all the following: name, date of birth, physical description, FBI number, address, employment, marital status, ed Note: Confidentiality (32-2-32, NMSA 9178).	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Police Department
R.292	Criminal Incident Automated System: electronic records of all adult and juvenile criminal incidents. Record may show all information from original report of incident (felony or misdemeanor) and pertinent facts surrounding the incident or offense. Information includes incident type, case number, NCIC, entry, incident code, premise type, incident location, incident date, time and date, reporting area, complaint, victim information, subject (suspect) data, arrest data, vehicle data, witness data, narrative, UCR data administrative section, etc.	(1) Juvenile data: 2 years after date of incident or at age 19, whichever is longer (2) All other data: 5 years after date of incident or until investigation closed, whichever is longer Confidential: 1.19.8.826.1, as per NMSA 1978, Section 32A-2-32	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.293	Criminal Investigation Case Files: records concerning criminal investigations conducted by police department for the purpose of criminal prosecution. Records created as an enhancement to the investigative portion of the incident report (offense or incident report). Files may contain motor vehicle records, criminal histories, photos, search warrants, arrest warrants, names of confidential sources, etc. Note: evidence and copies of case file may be forwarded to prosecuting attorney.	(1) Adult case files: 5 years after investigation closes (2) Juvenile case file: 5 years after investigation closed or until juvenile reaches age 19 whichever is less Confidential: both 1.19.8.805.D.1, and 2 NMAC, NMSA 1978, Section 32A-2-32	Police Department
R.294	Department Report	2 years after close of fiscal year in which created	Police Department
R.295	Emergency Action Books: Guidelines and or checklists for use in the emergency operations center.	Until no longer needed for reference	Police Department
R.296	Emergency Management Reports and Records: Periodic reports required by state and federal management agencies as well as exercise participation and evaluation reports and records of emergency management training	5 years after close of federal fiscal year in which created	Police Department
R.297	Extradition Files: records concerning the extradition and transport of prisoners. Files may include court order,	Retention: 3 years after close of fiscal year in which created	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	reimbursement voucher, travel arrangements, pre-booking documentation, receipt for prisoner, etc.		
R.298	Gang Activity File: records concerning local gang activity. File may contain gang identifier information, gang history, gang membership lists, crime involvement information, etc.	Until informational value ends Confidential: NMSA 1978, Section 32A-2-32	Police Department
R.299	Incident Reports (Offence/Incident Reports): records the original report of incident (felony or misdemeanor) and pertinent facts surrounding the incident or offense. Reports may show incident type, case number, NCIC entry, incident code, premise type, incident location, incident date, time date, reporting area, complaint, victim information, subject (suspect) data, arrest data, vehicle data, witness data, narrative, UCR (Uniform Crime Reporting) data administrative section, etc.	(1) Adult records: 5 years after date of incident or until investigation closed, whichever is longer (2) Juvenile records: 5 years after date of incident or until juvenile reaches age 19, whichever is less, provided investigation closed Confidential: 1.19.8.803.D.2 NMAC, NMSA 1978, Section 32A-2-32	Police Department
R.300	Indexes And Registers of Case Files Record of cases prior to current computer system.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Police Department
R.301	Internal Affairs Case File: records concerning complaints against officers or	(1) Disciplinary action taken: 3 years after termination of officer	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	civilian employees and consequent investigation. File may include complaint, tapes or transcriptions, staff inspection order, order to appear, evidence (e.g., tapes, videos, reports, photographs, etc.), police reports copies, medical releases, supplementary offense report (investigation summary), review order (chain of command review), case reviews with case recommendation, determination, determination notification copy, etc.	(2) Dismissed or cleared: 3 years after complaint dismissed or cleared Confidential: NMSA 1978, Section 14-2-1.A unless appealed through an administrative open meeting process	
R.302	NCIC Records: Filed by case number concerning stolen vehicles, guns, articles, license plates, missing persons, wanted persons, etc.	Until cleared, canceled or purged due to expiration (in accordance with the NCIC operating rules)	Police Department
R.303	NCIC Validation Schedule	Until cleared, canceled or purged due to expiration (in accordance with the NCIC operating rules)	Police Department
R.304	NMLETS Operating Manual	Until superseded by new manual	Police Department
R.305	Oath of Office: originals or copies of oaths of persons serving as police officer. Oath may show department name, name of officer, affidavit,	Retention: 1 year after termination of service	Police Department
R.306	Parking Violation Citations: municipal parking violation citation that shows vehicle license plate number, vehicle	3 years after date citation issued	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	make and model, type of parking violation, fee, instructions, etc.		
R.307	Pawn Shop Tickets: Record of description of material received from customer and customer signature.	1 month after entered computer system	Police Department
R.308	Pawnbroker Files: records concerning local pawnbroker shops. Files may contain reports submitted to law enforcement department by local pawnbrokers as required by the Pawnbrokers Act (Section 56-12-9 NMSA 1978) and information on pawn inspections by police department. Pawnbroker reports may show name of item; description of the item, including make and model number; date of transaction; time of transaction; type of transaction; name and address of person offering item; description of person offering item; type of identification used by person offering item; etc.	5 years after date created	Police Department
R.309	Property & Evidence Record: Record of property and/or evidence either seized, found or impounded. Includes date/time/location of property acquisition, acquiring officer, type of offense, case number, suspect name,	1 year after date of disposition of all property or evidence for this case	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	<p>property owner's name and address, item description, serial number or controlled substance weight, investigative section case referred to, property disposition information, etc. The chain of events portion of record may show name/number of lockers in which evidence is placed, date and name of officer placing evidence in storage, date and name of person removing evidence from storage, location in evidence room where evidence is placed. Information on disposition of evidence, officer's signature, etc.</p>		
<p>R.310</p>	<p>Property or Evidence Records: record of property or evidence either seized, found, or impounded. Receipt portion of record may show property either seized or found (date, time, location of property acquisition, acquiring officer, type of offense, case number, suspect name, property owners name and address, item description, serial number or controlled substance weight, investigative section case referred to, property disposition information, etc. Chain of events portion of record may show name or number of</p>	<p>1 year after date of disposition of all property or evidence for this case</p>	<p>Police Department</p>

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	locker in which evidence is placed, date and name of officer placing evidence in storage, date and name of person removing evidence from storage location in evidence room where evidence is placed, information of placing or removing evidence in or from evidence room (storage), certificate of release, receivers signature, property officers signature, information on disposition of evidence by evidence office, evidence officers signature, etc.		
R.311	Radio Frequency/Telephone Audio Recordings (911 Recorded Calls): Radio frequency/telephone audio recordings of emergency and/or non-emergency calls received. Portions of recording may be confidential (i.e., names of minors, suspect information, etc.). Recordings may be copied and filed with investigative portion of incident reports.	3 years after date of call	Police Department
R.312	Restraining Orders	Until expires	Police Department
R.313	Seizure or Forfeiture Files: records concerning property or goods seized by law enforcement entities and released by the state or federal government to the municipality. Files may include copy of	6 years after close of fiscal year in which property was transferred to municipality	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	application for transfer of forfeited property or goods, inventory of property or goods, asset control information, purchase order copies, financial reports, etc.		
R.314	Teletype File: teletypes received from other law enforcement entities (e.g., local, state, federal, foreign, etc.). Teletype may contain notice of criminal activity, request for information, facsimile, composite drawing, photograph, etc.	Until informational value ends or 1 year after date received, whichever comes first	Police Department
R.315	Uniform Accident Report: MVD prepared uniform accident report that shows date, time of accident, location, persons involved, vehicles involved, vehicle or property damage, injury codes, seat belt codes, witness information, road and weather conditions, apparent contributing factors, driver or pedestrian sobriety or physical condition, diagrams, etc.	5 years after date of accident (NMSA 1978, Section 30-1-8D)	Police Department
R.316	Uniform Crime Report (UCR)	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.317	Uniform Traffic Citations: MVD prepared uniform traffic citation that shows citation number, name, address, city, state of person charged, physical description, age, sex of person charged, registration number, year, state, make, type of vehicle involved, state, number of driver's license, specific section number and common name of offense charged under NMSA 1978 or of local law, date, time of arrest, arresting officers signature, identification number, conditions existing at the time of violation, notice to appear information, penalty assessment notice, warning notice, etc.	3 years after date citation issued (NMSA 1978, Section 30-1-8H)	Police Department
R.318	Vehicle Accident Report File: records concerning each vehicle accident reported on department/division property. File may include medical records, offense or incident reports, affidavits, photographs, diagrams, related documentation, correspondence, memoranda, etc.	(1) Fatal accidents: 25 years after date of accident (2) non-fatal accidents: 10 years after date of accident Confidentiality: (NMSA 1978, Sections 66-7-213, 66-7-215 and 14-6-1)	Police Department
R.319	Victor Numbers Log: Log of abandoned vehicles	3 years	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.320	Video Recordings	(1) Evidentiary footage or recording (i.e., footage or recordings of DWI arrests or any criminal incident): 1 year after date of incident or 60 days after date of court disposition, whichever is less (2) Booking area footage or recording: 90 days after date created (3) Routine surveillance footage/recordings (e.g., footage or recordings of entrance or exit areas, car parking areas, etc.):	Police Department
R.321	Warrants of Arrest: Includes active warrants.	5 years after prosecution completed	Police Department
R.322	Wrecker Log (Impound Log): record of vehicles towed away. Log may show date and time, name of wrecking company, operator, make of vehicle, license number, owner, location, reason for towing vehicle, etc.	1 year after close of fiscal year in which created	Police Department
R.323	Wrecker Log record of vehicles towed away. Record may show date and time, name of wrecking company, operator, make of vehicle, license number, owner, location, reason for towing vehicle, etc.	1 year after close of fiscal year in which created	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.324	Appraisal of Property Values: Shows description of land, location, acreage or footage, value, depreciation, etc.	2 years after new appraisal is made	Public Works Department
R.325	Building Appraisals: Shows description of building surveyed, square footage, type of structure, estimated replacement cost, value and depreciation, etc.	2 years after new appraisal	Public Works Department
R.326	Construction Records: A. Includes engineering specifications and as-builts for water systems, wells, and wastewater systems. B. Reservoir design file and soil surveys	A. Permanent B. Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Public Works Department
R.327	Customer Complaint Files Specific to Administration and Utilities Department.	5 years	Public Works Department
R.328	Customer Installation Work Order: Includes customer name, address, description of work, meter reading information, installation charges, etc. A. Hookups B. Line extensions	A. 7 years from date of work order B. 6 years after contract terminates	Public Works Department
R.329	Customer Service: A. Customer file B. Work orders C. Work orders - daily summary	A. 3 years after cancellation of utility service B. 3 years C. Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Public Works Department
R.330	Discharge of Effluent Permit Files: records concerning the discharge of effluent. Files may contain National Pollutant Discharge	10 years after destruction of facility	Public Works Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	Elimination System (NPDES) permit application, permit for discharge of effluent, compliance monitoring reports, inspection reports, non-EPDES permits, notice of intent to discharge effluent, plans, specifications, enforcement actions, etc.		
R.331	District Maps: Shows the current geographical boundaries of each district	4 years after districts are changed and new map is prepared	Public Works Department
R.332	Easement Records: Includes agreements, plans, etc.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Public Works Department
R.333	Equipment: Small Equipment & Vehicle Maintenance Log: Includes oil check maintenance log.	4 years after vehicle disposed of	Public Works Department
R.334	Fleet Maintenance Records: Includes work orders, repair orders, work schedules, maintenance orders, maintenance schedules, daily work reports and logs, etc.	4 years after close of fiscal year in which created	Public Works Department
R.335	Flow Charts - Influent and Effluent	10 years	Public Works Department
R.336	Gasoline Usage and Mileage Records	1 year	Public Works Department
R.337	Geographic Information System (GIS) Records: Includes atlases, street maps, lot specific data, zoning, property ownership, legal description, street addresses	Until no longer needed for reference	Public Works Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.338	Infrastructure Development Plans: records concerning plans for future infrastructure development. Files may contain feasibility studies, statistical reports, history documentation, maps, plans, plats, etc.	(1) Projects approved: Permanent*Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. (2) Projects not approved: 5 years after close of fiscal year in which submitted to municipal governing body	Public Works Department
R.339	Key Accountability Records: records relating to accountability for keys issued.	(1) For security areas: 3 years after keys turned in (2) All other areas: 6 months after keys turned in	Public Works Department
R.340	Line Location Files: requests to locate underground utility lines. Files may contain requests, work order, etc.	Retention: 3 years after close of fiscal year in which work order issued	Public Works Department
R.341	Maintenance work orders	1 year after fiscal year in which created	Public Works Department
R.342	Maps And Plans: Show streets, developments, subdivisions, traffic, population, utility services, sectors, neighborhood plans, (includes as-builts) etc.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Public Works Department
R.343	Meter Reading Files: records concerning measurement of utility usage. Record may show customer name, meter number, meter size, meter location, meter reading, billing address, etc.	Retention: 3 years after close of fiscal year in which created	Public Works Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.344	Miscellaneous: 1. Permit Updates to Regulatory Agencies 2. Legal Proceedings Status Report 3. Statistical Report 4. Construction Statistics Report	1. 1 year 2. 2 years 3. As needed, not to exceed 2 years 4. 2 years	Public Works Department
R.345	Parts Log and Inventory	10 years	Public Works Department
R.346	Plant and Depreciation: 1. Construction Work in Progress ledger 2. Construction monthly status report 3. Capital equipment retirement work orders 4. Unencumbered Net Capital Expenditure Report 5. Construction monthly report 6. Main Extension Agreements	1. 7 years 2. 7 years 3. 7 years 4. 7 years 5. 7 years 6. 7 years after termination	Public Works Department
R.347	Project Files: Includes projects and studies for right-of-way easements, sewer line construction, etc.	10 years after completion or cancellation, then review for historical value	Public Works Department
R.348	Project Files: Includes projects and studies for wastewater treatment, water supply planning, etc.	10 years after completion or cancellation, then review for historical value	Public Works Department
R.349	Public Property Claim Files: Contain damage survey reports, cost estimates, schedule of payments, etc.	3 years after case closed	Public Works Department
R.350	Public Utility Customer Service Files: records concerning the application for utility service. Files may contain application for service, deposit information, cancellation	3 years after close of fiscal year in which canceled, or deposit refunded to customer	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.351	Public Utility Maintenance Files: records concerning maintenance of utility distribution or collection lines and services (e.g., water lines, sewer lines, gas lines, electrical lines, cable lines, water wells, water hydrants, etc.). Files may include work schedules, personnel schedules, daily work logs, check lists, inspections, work reports, etc.	(1) Annual summary report: 10 years after close of fiscal year in which created (2) All other records: 5 years after close of fiscal year in which created	Public Utilities Department
R.352	Public Utility Service Files: records concerning customer-initiated complaint or request for service. File may contain request for service, complaint of service, site evaluations, work orders, service logs, memoranda, inspections, billings copies, etc.	Retention: 3 years after close of fiscal year in which created	Public Utilities Department
R.353	Purchases and Stores: 1. Purchased orders 2. Materials issued tickets 3. Materials returned to stock tickets 4. Monthly summary of materials 5. Annual physical inventory 6. Materials and supplies perpetual inventory record cards 7. Automated Perpetual Inventory Report	1. 6 years 2. 3 years 3. 3 years 4. 3 years 5. 3 years 6. Permanently. May destroy filled cards 2 years after last date on card. 7. Permanently. May destroy filled cards 2 years after last date on card.	Public Utilities Department
R.354	Report Of Water Usage by Zone	10 years from date of report	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.355	Revenue Accounting and Collecting: 1. Customer service contracts 2. Copies of rate sheets and schedules of utility service 3. Customer deposit records 4. Meter reading schedules 5. Meter reading sheets, meter reading book lists 6. Summaries of revenues individual book and total system 7. Monthly summary of revenues reports 8. Monthly summary of adjustments reports 9. Customers' ledgers - billing registers 10. Adjustment ledger and batch control ledger billing books 11. Adjustment memos, final bill memos, daily balance control, and batch transmittal summaries 12. Payment stubs 13. Posted cash listing 14. Collection Agents/reports 15. Accounts payable records	1. 7 years after cancellation 2. 7 years after expiration or suppression 3. 7 years after refund 4. 7 years 5. 7 years 6. 7 years 7. 7 years 8. 7 years 9. 7 years 10. 7 years 11. 7 years 12. 7 years 13. 7 years 14. 7 years 15. 7 years	Public Utilities Department
R.356	Safe Drinking Water Act (SDWA): 1. Bacteriological tests results 2. Chemical analyses 3. Reports of sanitary surveys 4. Action taken to correct violations 5. Variances and/or exemptions	1. 5 years 2. 10 years 3. 10 years 4. 10 years 5. 10 years after expiration	Public Utilities Department
R.357	Sludge Disposal Files: records concerning the wasting, hauling, and composting of sludge. Files may contain waste monitoring reports, hauling application	5 years after date in which created (40 CFR 122.41)	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	copy, composting application copy, hauling permit, composting permit, etc.		
R.358	System Maintenance: A. Operator's daily logs and reports of operation B. Equipment logs and reports (booster pumps, etc.) C. Valve records D. Fire hydrant records E. Reports on inspections and repairs of all street or paving cuts F. Meter records G. Work orders H. Water/wastewater line maintenance/repair records I. Cross connection/backflow prevention program J. Sewer manhole inspection	A. 6 years B. Life of pump C. Life of valve D. Life of hydrant E. 6 years F. Life of meter G. 3 years H. 5 years I. Life of device J. Life of manhole	Public Utilities Department
R.359	Traffic Signals Intersection Files: records concerning the acquisition and maintenance of municipal traffic signals. Files may include product literature, traffic planning studies, traffic controller drawings, intersection drawings, timing progressions, turning count totals, etc.	(1) Product literature, drawings, and timing progressions: until disposition of traffic controller unit (2) All other records: 5 years after date created	Public Utilities Department
R.360	Utility Billing Register: monthly listing of billed amount for utility service. Register may show account name and address, account number, utilities charged, amounts	(1) End-of-year register: 3 years after close of fiscal year in which created (2) Monthly register: until audit report released	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.361	Utility Customer Computer Listing: Show customers name, address, number of charges, etc.	Until superseded by new listing	Public Utilities Department
R.362	Utility Turnoff Notice and Delinquent Report: listing of utility customers marked for service disconnection. Listing may show customer names and addresses, service addresses, account numbers, delinquent amounts, etc.	3 years after close of fiscal year in which created	Public Utilities Department
R.363	Vehicle Files: records concerning the history of municipal-owned or leased vehicles. Files may include purchase or lease information, warranty documentation, maintenance documentation, maintenance expenditure information, disposal information, etc.	Retention: 3 years after disposition of vehicle	Finance Department
R.364	Vehicle Maintenance File: Records concerning vehicle and mobile equipment maintenance. File may include master list of routine maintenance, fleet maintenance requests, work orders, price breakdowns, etc.	Until vehicle disposed of	Finance Department.
R.365	Vehicle Maintenance Files: records concerning the maintenance performed on municipal owned vehicles. Files may	3 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	include work orders, repair orders, work schedules, maintenance orders, maintenance schedules, work reports, etc.		
R.366	Vehicle Parts Inventory: Inventory of parts to be used for maintenance of city-owned vehicles.	3 years after close of fiscal year in which created	Finance Department
R.367	Wastewater Plant Records: A. NPDES/State discharge plans B. Includes treatment activities and maintenance activities. C. Process control records - routine D. Report to Environment Dept - monthly E. Quality assurance testing F. Sludge hauling and waste records G. Plant major equipment	A. 3 years after destruction of facility B. 10 years C. 3 years D. 10 years from date of report E. 5 years F. 3 years G. Life of device	Public Utilities Department
R.368	Wastewater Treatment Facility Files: records concerning the design and construction of municipal wastewater treatment facilities. Files may contain feasibility studies, engineering designs, engineering drawings, soil surveys or studies, geological surveys or studies, construction plans, inspection copies, etc.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Public Utilities Department
R.369	Wastewater Treatment Facility Maintenance Files: records concerning maintenance of wastewater treatment	(1) Annual summary report: 10 years after close of fiscal year in which created	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	facilities. Files may contain work schedules, personnel schedules, daily work logs, checklists, inspections, work reports, etc.	(2) All other records: 3 years after close of fiscal year in which created	
R.370	Water Production Records A. Water level report - quarterly B. Pump operation logs C. Well maintenance record D. Preventive maintenance inspection records E. Report to State Engineer - Monthly F. Routine chlorine residual testing G. Well field yearly production H. Well and pump station reports and studies	A. 10 years B. 6 years C. Life of well D. Life of equipment E. 10 years F. 6 years G. 10 years H. 6 years	Public Utilities Department
R.371	Water Rights Purchase Permits	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Public Utilities Department
R.372	Water Storage and Supply Maintenance Files: records concerning the maintenance of municipal water storage and supply facilities. Files may contain work schedules, personnel schedules, daily work logs, check lists, inspections, work reports, periodic reservoir reports, periodic water level reports, reservoir water readings, well production reports, etc.	(1) Annual summary report: 10 years after close of fiscal year in which created (2) All other records: 5 years after close of fiscal year in which created	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.373	Water Storage Facility Files: records concerning the design and construction of municipal water supply or storage structures. Files may contain engineering designs, engineering drawings, soil surveys or studies, geological surveys or studies, construction plans, inspection copies, etc.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Public Utilities Department
R.374	Water/Wastewater Plant Records: A. Pump curves B. SCADA Telemetry	A. Life of pump B. 10 years	Public Utilities Department
R.375	Work Order Files: work orders submitted to maintenance office or physical plant	(1) Reference copy (copy maintained by entity requesting work): until work completed (2) Maintenance office/physical plant copy: 1 year after work completed	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X


Short Title(s): Records Retention and Management

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City of Santa Fe Clerk’s Office

Staff Completing FIR: Geralyn Cardenas **Date:** March 29, 2023 **Phone:** 505-955-6519

Reviewed by City Attorney:  **Date:** 03/31/2026
 Marcos Martinez (Mar 31, 2026 16:55:59 MDT)

Reviewed by Finance Director:  **Date:** 04/02/2026
 ANDREA PHILLIPS (Apr 2, 2026 10:55:44 MDT)

Summary:

The City of Santa Fe’s current record retention and maintenance of documents is outdated and does not include guidelines and procedures on how to archive digital records. The resolution repeals Resolution No. 2003-33 and would adopt a new record retention and maintenance schedule, which is attached as “Exhibit A”.

Departments Affected:

All City of Santa Fe Departments

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City will continue to have an outdated records management process and will continue to lack formal guidelines for maintaining digital records. The Records and Archives Center will soon run out of space to store records.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Resolution No. 2003-33

Performance and Administrative Implications:

The Records and Archives Center will soon run out of space.

Fiscal Implications:

None.

Fiscal Impact

X Check here if no fiscal impact.

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: 


Email: gfcardenas@santafenm.gov

Signature:

Email:

**CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO RESOLUTION NO. 2026-__
Records Retention and Management**

The following members of the Governing Body joined sponsorship of this legislation:


Paul Bustamante (Apr 1, 2026 15:35:44 MDT)
Paul Bustamante, Councilor


03/31/2026
Date



Date: April 2, 2026

To: Mayor Michael J. Garcia
Governing Body
Quality of Life Committee, Public Works and Utilities Committee

Via: Brian Moya, Interim City Manager

From: Heather L. Lamboy, AICP 
Planning & Land Use Director

RE: Joint Resolution Regarding Annexation of Area 1B

EXECUTIVE SUMMARY:

This joint resolution between the City of Santa Fe (“City”) and Santa Fe County (“County”) would terminate Phase 3 of the Annexation Phasing Agreement as well as the Settlement Agreement and Mutual Release of Claims Between the City of Santa Fe and Santa Fe County. It would also waive the City’s right to challenge the County’s designation of a Traditional Historic Community of Agua Fria. Lastly, the resolution would agree to reconvene, with the County, the Extra Territorial Land Use Authority (“ELUA”) to make any necessary extraterritorial land-use ordinance changes to effectuate the City and County’s decision to terminate Phase 3 of annexation.

BACKGROUND:

In 2008, the City and the County executed a settlement agreement and an annexing phasing agreement agreeing that the City would annex seventeen areas of the County into the City. The agreements contemplated three phases of annexation. The City completed Phase 1 in 2009. In 2008, the City and the County also signed the Santa Fe County and City Extraterritorial Land Use Joint Powers Agreement (“JPA”). The JPA stated that the City and County “shall adopt City zoning ordinances as the Extraterritorial Zoning Ordinance for that zone and shall expressly delegate to the City all decisions over zoning” for land within the ‘Presumptive City Limits.’”

In 2013, the City and the County amended the Annexation Phasing Agreement to remove Area 18 from the annexation plan and to complete the annexation of Area 1 in two parts: the southern portion of Area 1 (“Area 1A”) would be annexed into the city in Phase 2 and the northern portion of Area 1 (“Area 1B”) would be annexed into the City in Phase 3. The City completed Phase 2 and annexed Area 1A in 2013. Area 1B has not yet been annexed.

In response to a petition filed by Santa Fe County constituents requesting to remain in the Agua Fria Traditional Historic Village and to not be annexed into the City as contemplated by Ordinance 2009-51, which implemented the Annexation Phasing Agreement between the City of Santa Fe and Santa Fe County, Santa Fe County Commissioners and the City of Santa Fe Mayor and Councilors from District 1 met to discuss whether annexation Area 1B should proceed. It was decided that a City-County engagement meeting should occur to discuss the petition to keep Area 1B in the County’s jurisdiction.

The engagement meeting took place at the Food Depot on March 19, 2026. Following introductions by Mayor Garcia, Councilor Feghali, Councilor Castro, Commissioner Cacari-Stone, and Commissioner Adam Johnson, a community engagement session was held to discuss three options. The options included (1) taking no action, (2) the elimination of the presumptive annexation, and (3) a targeted carve-out which would include an area planned by Homewise for the Los Senderos development. All options were considered by the community members.


The no-action option was broadly rejected by community members. The elimination of the presumptive annexation was broadly preferred by all 7 breakout groups, with community members stating that it would enable local control and provide a simpler path for applying jurisdictional regulations. The targeted carve-out was seen as complex, risky, and potentially inequitable. Among other concerns, comments included concern regarding “checkerboard” development and the lack of certainty of the application of City and County regulations.

Based on the feedback received, an agreement was reached among the Mayor, City Councilors, and County Commissioners to proceed with eliminating the presumptive annexation. The City-County team decided that certainty in the application of City and County codes is important, and that eliminating the presumptive annexation area would provide clear direction for future development. Furthermore, if annexation requests were made to the City, they could be considered subject to the process outlined in City Code found Section 14-2.1(D)(1) SFCC 1987.

ATTACHMENTS:

Resolution

Fiscal Impact Report

Signature: 

Email: hllamboy@santafenm.gov

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SANTA FE COUNTY

RESOLUTION NO. 2026-__

INTRODUCED BY:

Commissioner Lisa Cacari Stone Commissioner Adam Fulton Johnson

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Alma Castro Councilor Patricia Feghali Mayor Michael Garcia

A RESOLUTION

DIRECTING STAFF TO BRING FORWARD AN AMENDMENT TO THE SETTLEMENT AND ANNEXATION PHASING AGREEMENTS TO TERMINATE PHASE THREE OF ANNEXATION, TO WAIVE THE CITY’S RIGHT TO CHALLENGE SANTA FE COUNTY’S DESIGNATION OF A TRADITIONAL HISTORIC COMMUNITY OF AGUA FRIA, AND TO CONVENE, WITH SANTA FE COUNTY, THE EXTRATERRITORIAL LAND USE AUTHORITY TO MAKE ANY NECESSARY EXTRATERRITORIAL LAND-USE ORDINANCE CHANGES TO EFFECTUATE THE CITY AND COUNTY’S DECISION TO TERMINATE PHASE THREE OF ANNEXATION.

WHEREAS, the City of Santa Fe (“City”) and Santa Fe County (“County”) entered into the Settlement Agreement and Mutual Release of Claims dated May 19, 2008 (the “Settlement Agreement”); and

WHEREAS, the City and County executed Agreement No. 08-1112, Annexation Phasing Agreement Between the City of Santa Fe and Santa Fe County (“Phasing Agreement”) on February 10, 2009, dividing the annexation into three phases, encompassing 18 discrete areas; and

1 **WHEREAS**, the City adopted Ordinance No. 2009-51 on November 10, 2009, which
2 annexed approximately one thousand nine hundred fifty-six (1,956) acres (“Phase 1”) in accordance
3 with the “Annexation Phasing Agreement Between the City of Santa Fe and Santa Fe County”, and
4 which includes areas 3,6,8,9,10,11,13,15,16,17, and the Interstate 25 right-of-way between Old
5 Pecos Trail and New Mexico Highway 599; and

6 **WHEREAS**, in June of 2013 the City and County finalized “Amendment No. 1 to the
7 Annexation Phasing Agreement Between the City of Santa Fe and Santa Fe County” (“Amendment
8 No. 1”), specifying that the annexation of the remainder of Area 1 would be “completed within five
9 years of the execution of this Amendment”; and

10 **WHEREAS**, the City adopted Ordinance No. 2013-36 on November 13, 2013, which
11 annexed approximately four thousand one hundred (4,100) acres (“Phase 2”) in accordance with
12 the Phasing Agreement, executed in 2009 and amended in June of 2013, and which includes the
13 first portion of Area 1, as well as areas 2,4,5,7,12 and the New Mexico Highway 599 right-of-way
14 between Interstate 25 and the current City Corporate Boundary east of the Camino La Tierra
15 Interchange; and

16 **WHEREAS**, Ordinance No. 2013-36 did not address the remainder of Area 1; and

17 **WHEREAS**, the County adopted Resolution No. 2017-27 requesting discussion of
18 removal of the remainder of Area 1 from the Settlement Agreement; and

19 **WHEREAS**, the County and City adopted a Joint Resolution, County Resolution No.
20 2021-105 and City Resolution No. 2022-1, establishing negotiating teams to develop non-binding
21 proposals for open items related to implementation of the Settlement Agreement, and one of the
22 open items identified was the remainder of Area 1; and

23 **WHEREAS**, the Joint Resolution No. 2021-105 and No. 2022-1 resolved that City and
24 County negotiation representatives would present “principles of agreement on all open annexation
25 items” to the Board of County Commissioners and to the Governing Body of the City by April 13,

1 2022; and

2 **WHEREAS**, uncertainty over the future of the remainder of Area 1 led to qualified electors
3 in Area 1B filing petitions, including a petition titled “A Petition Requesting the Board of County
4 Commissioners of Santa Fe County, New Mexico to Adopt An Ordinance Declaring ‘Area 1B’ to
5 be Part of the Traditional Historic Community of Agua Fria, Or Adopt an Ordinance Halting
6 Planned C[i]ty Annexation and Declaring ‘Area 1B’ to be Retained in Santa Fe County”, and
7 requesting that the County enlarge the Traditional Historic Community (“THC”) of Agua Fria to
8 encompass some or all of the remainder of Area 1; and

9 **WHEREAS**, separate and apart from prior proceedings on petitions related to Area
10 1B, the Santa Fe County Board of County Commissioners adopted Resolution No. 2025-
11 113, A Resolution Concerning the Petition Requesting the Board of County Commissioners of
12 Santa Fe County, New Mexico to Adopt an Ordinance Declaring “Area 1B” to be Part of the
13 Traditional Historic Community of Agua Fria or Adopt an Ordinance Halting Planned C[i]ty
14 Annexation and Declaring “Area 1B” to be Retained in Santa Fe County, and reaffirming its
15 commitment to resolve, through good-faith negotiation with the City of Santa Fe, the status
16 of Area 1B and other unresolved issues related to annexation, recognizing the importance
17 of intergovernmental collaboration to provide clarity, stability, and responsive governance
18 for affected residents;

19 **WHEREAS**, over several decades, residents of the remainder of Area 1 have
20 consistently and repeatedly expressed, through formal petitions, public hearings,
21 community organizing efforts, published opinion pieces, participation in City and County
22 processes, and recent engagement in the March 19, 2026 community forum and joint
23 working group, a clear and sustained preference to remain under County jurisdiction, to
24 protect the rural character and existing way of life, and, in some cases, to seek inclusion

1 within the Traditional Historic Community of Agua Fría; and

2 **WHEREAS**, the City of Santa Fe and Santa Fe County desire to resolve these
3 outstanding annexation issues; and

4 **WHEREAS**, the remainder of Area 1 has not been annexed; and

5 **WHEREAS**, the City and the County would like to amend the Settlement Agreement and
6 the Phasing Agreement to eliminate Phase 3 of Annexation; and

7 **WHEREAS**, the City and County desire to amend the Extraterritorial Land Use Code to
8 the extent necessary to effectuate the amendment to the Settlement Agreement.

9 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODIES OF**
10 **THE CITY OF SANTA FE AND SANTA FE COUNTY** that the City Manager and County
11 Manager shall expeditiously work together with and direct staff to bring forward for consideration
12 by the Governing Bodies of the City of Santa Fe and Santa Fe County, amendments to the
13 Settlement Agreement and Phasing Agreement that:

14 1) terminate Phase 3 of Annexation; and

15 2) waive the City’s right to challenge the County’s designation of some or all of the
16 remainder of Area 1 as part of a Traditional Historic Community, pursuant to NMSA
17 1978, Section 3-7-1.1; and

18 3) reconvenes, with the City and County, the Extra Territorial Land Use Authority (ELUA)
19 to make any necessary extraterritorial land-use ordinance changes to effectuate the City
20 and County’s decision to terminate Phase 3 of annexation; and

21 4) does not preclude owners of property in the remainder of Area 1 that may not be included
22 in a Traditional Historic Community from petitioning the City to annex their property
23 and which does not require the City to approve any such requested annexation.

24
25 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

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MICHAEL GARCIA, MAYOR

ATTEST:

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez _____
MARCOS MARTÍNEZ, CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:

Bill: _____ **Resolution:** x

Short Title(s): Joint Resolution Regarding Annexation of Area 1B

Sponsor(s): Councilor Alma Castro, Councilor Patricia Feghali, and Mayor Michael Garcia

Reviewing Department(s): City Attorney’s Office; Planning & Land Use Department

Staff Completing FIR: Heather Lamboy **Date:** 4/2/2026 **Phone:** (505) 470-5281

Reviewed by City Attorney: *Marcos Martinez* **Date:** _____

Reviewed by Finance Director: *Andella* **Date:** _____
ANDREA PHILLIPS (Apr 3, 2026 12:16:36 MDT)

Summary:

This joint resolution between the City of Santa Fe (“City”) and Santa Fe County (“County”) would terminate Phase 3 of the Annexation Phasing Agreement (“Phasing Agreement”) as well as the Settlement Agreement and Mutual Release of Claims Between the City of Santa Fe and Santa Fe County (the “Settlement Agreement”). It would also waive the City’s right to challenge the County’s designation of a Traditional Historic Community of Agua Fria. Lastly, the resolution would agree to reconvene, with the County, the Extra Territorial Land Use Authority (“ELUA”) to make any necessary extraterritorial land-use ordinance changes to effectuate the City and County’s decision to terminate Phase 3 of annexation.

Departments Affected:

City Attorney’s Office, City Manager’s Office, Planning & Land Use Department, Division of Affordable Housing, Public Works and Utilities

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City and County will be required to initiate the negotiations regarding the annexation of Area 1B, as required by the Phasing Agreement and the Settlement Agreement.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Ordinance No. 2009-01; Ordinance No. 2009-51; Ordinance No. 2013-36; Resolution No. 2017-27; Joint Resolution: County Resolution No. 2021-105 and City Resolution No. 2022-1

Performance and Administrative Implications:

If the resolution is adopted, city staff will draft an amendment to the Phasing Agreement and the Settlement agreement for consideration by the Extraterritorial Land Use Commission, which is the Extraterritorial Land Use Authority who will make recommendations to the Governing Body and Board of County Commissioners for final action. The amendment would accomplish the following three items: 1) terminate Phase 3 of the Phasing Agreement and the Settlement Agreement; waive the City’s right to challenge County’s designation of a traditional historic community of Agua Fria, and 3) convene, with the County,

the Extraterritorial Land Use Commission and the Extraterritorial Land Use Authority to make any necessary extraterritorial land-use ordinance changes to effectuate the City and County's decision to terminate Phase 3 of annexation.

Fiscal Implications:

If the City's presumptive annexation were abandoned, it would represent a cost savings for the City. The Planning & Land Use Department would no longer be required to review and approve development plans, construction permits, conduct construction inspections, review and approve short-term rental requests, review and approve business and itinerant vendor licenses, and provide for response to requests regarding Code enforcement concerns. Existing City-County agreements regarding cooperative response by City Police and Fire Departments would remain in place to ensure public safety by providing first-response services.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature:

Email:

Signature:

Email: