



Agenda

Regular Meeting of the Finance Committee

April 27, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Finance Committee Meeting

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

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

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations
 - a. New Mexico Innovation Hub. (David J. Perez, Founder & CEO; david@nm-ih.com)
7. Action Items: Consent Agenda
 - a. Request for Approval of the April 06, 2026, Finance Committee Meeting Minutes. (Erminia M. Tapia, Business Operations Manager; emtapia@santafenm.gov)

Committee Review:

Finance Committee: 04/27/2026

- b. 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

for Landscaping, Pest Control, and Repair and Maintenance 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

- c. Request for Approval of Capital Outlay Grant Agreement with New Mexico Department of Finance and Administration for the Replacement of Natural Turf with Artificial Turf at Ragle Park Project 25-J3158 in the Total Amount of \$300,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Public Works, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate \$300,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction.

Committee Review:

Public Works and Utilities Committee: 04/20/2026

Finance Committee: 04/27/2026

Governing Body: 04/29/2026

- d. 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

- e. 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

- f. 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:

Finance Committee

April 27, 2026

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

- g. 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

- h. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia) A Resolution Repealing City of Santa Fe Resolution No. 2000-11, 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 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

- 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. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
 - a. Fiscal Year 2027 Proposed Budget Hearing Process. (Councilor Pilar Faulkner)
12. Next Meeting: Monday, May 11, 2026
13. Adjourn

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



Santa Fe's Science and Technology Village

Overview

The New Mexico innovation economy is in need of labs, offices, light manufacturing facilities, incubators, and convening spaces. In addition to space, ecosystem stakeholders yearn for a center of gravity to collaborate with like-minded innovators, investors, academics, and lab scientists.

The New Mexico Innovation Hub ([NMIH](#)) is a demand-driven infrastructure project that has been in development by David Perez for the last three years. The vision and plan has been shaped by over 200 ecosystem stakeholders from industry, entrepreneurs, government, elected officials, universities, state and local agencies, the Labs, investors, tribes, and non-profits.

The NMIH supports NM EDD's strategic plan to focus economic development in the target sectors of advanced computing, quantum, advanced energy/fusion, aerospace, and bioscience. Advanced manufacturing is a crucial horizontal sector that enables the growth of the above industries.

The NMIH launched January 2026 in Santa Fe Midtown campus with support of a grant from the NM EDD. Currently, 55,000 sf of existing commercial space has been leased to the NM Consortium, UNM Anderson School, 2 LEEP companies, NM Climate Investment Center, 2 fusion companies (Liberty Fusion with the PLX), a geothermal technology company, the Santa Fe Community College machinist training lab, high performance compute cluster and MIT Fab lab.

In addition, a 5 acre live/work campus is being designed at the site to develop 120,000 sf of flex lab/manufacturing and office space plus 90+ residences. This new facility is expected to open in approximately 36 months.

Objectives of the NMIH

Support economic development in New Mexico and Santa Fe:

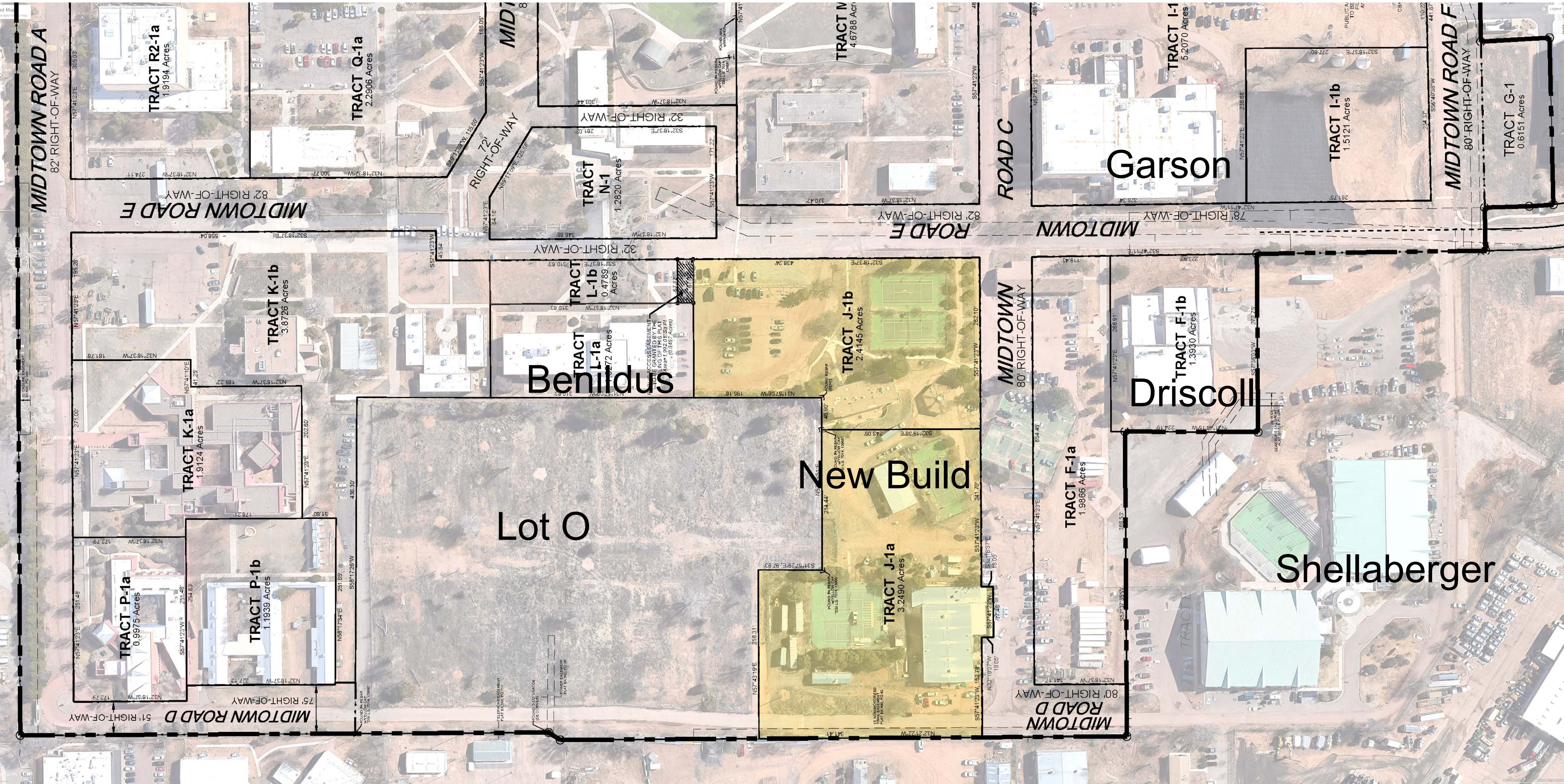
Develop and manage a modern, mixed use campus in Santa Fe Midtown to support the creation and growth of companies with facilities, capital, talent and community to thrive.

Collaborate with ecosystem partners to deliver programming that support company development, entrepreneurship training, capital formation, and workforce development.

Engage with LANL, Sandia and the Universities to facilitate and accelerate tech transfer and commercialization in a modern, purpose-built environment and entrepreneurial culture.

Attract entrepreneurs, companies, and capital from around the world to Santa Fe, fostering economic growth and professional career development.

New Mexico Innovation Hub Santa Fe Campus



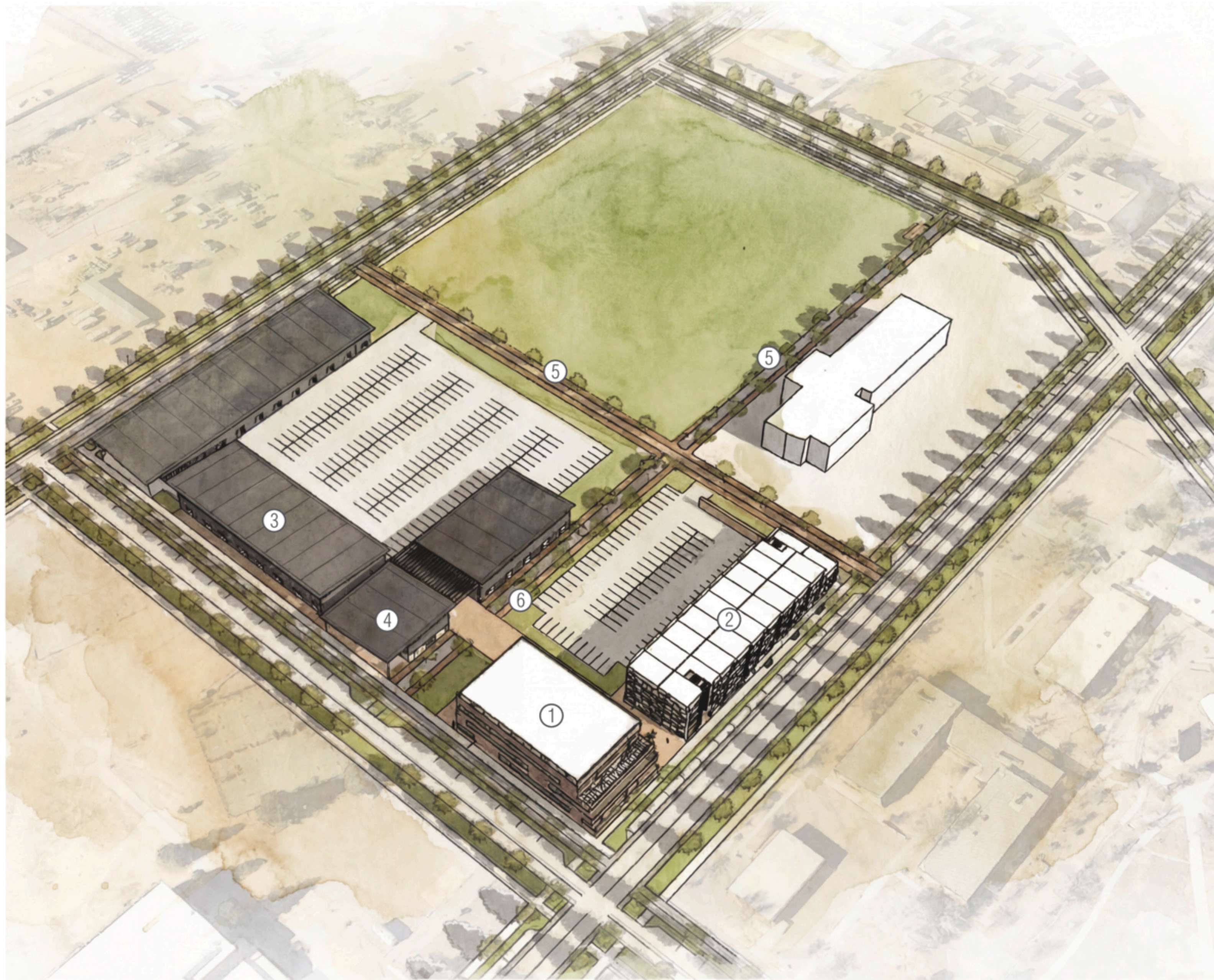


Oz Architecture Engaged to Design Campus

- 60 year old Denver based firm
- Extensive experience designing buildings and campuses for science & technology, innovation centers, mixed use, academic and urban centers.
- www.ozarch.com







LAB: 75,000 SF (147 parking spaces)

OFFICE: 45,000 SF, 4 floors

APARTMENTS: 96 units, 4 floors, 2,000 SF retail (64 parking spaces)

PARKING COUNTS:

1:1000 INDUSTRIAL LAB - 75 required

3:1000 OFFICE - 135 required

1:1 RESI - 96 required

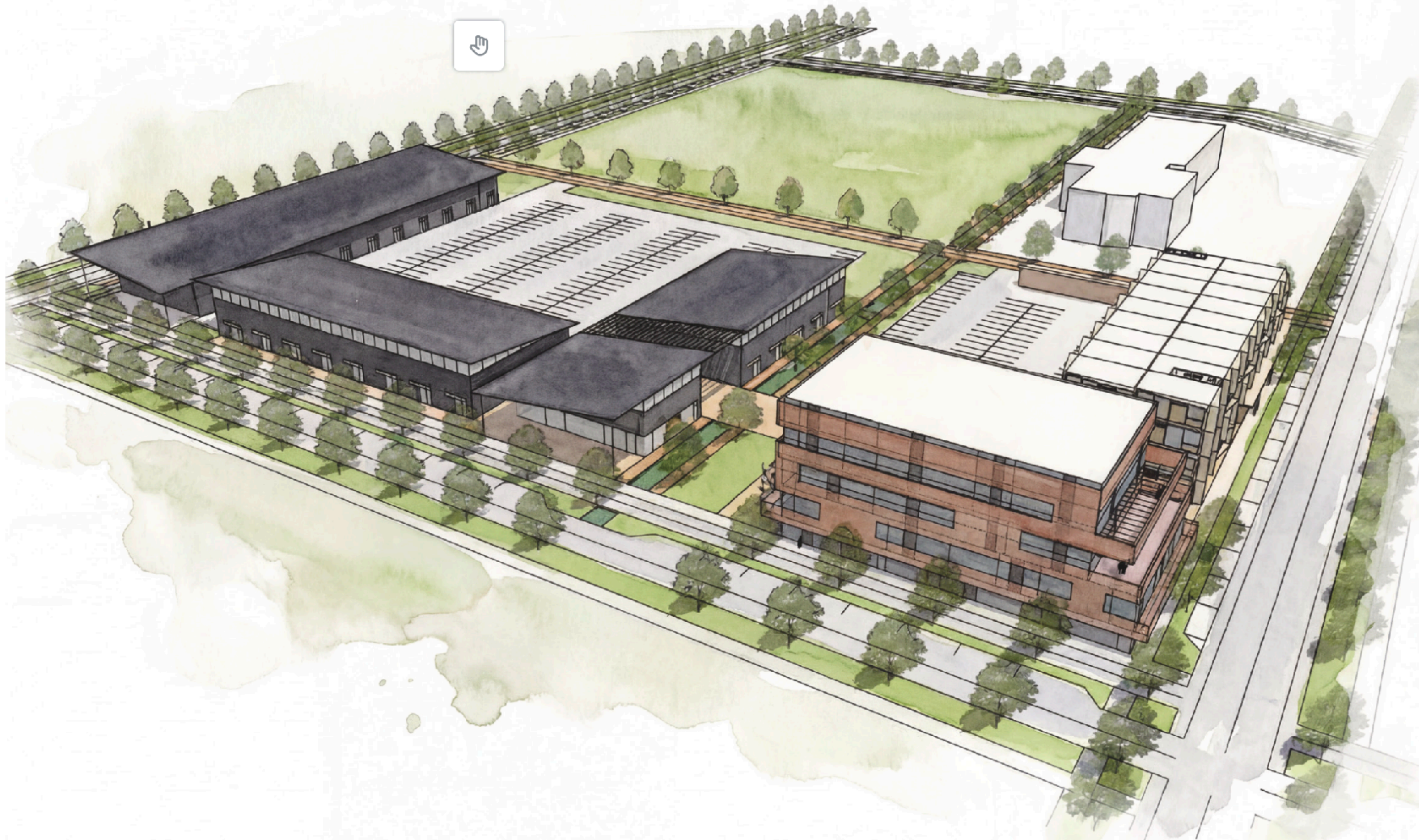
TOTAL REQUIRED: 306

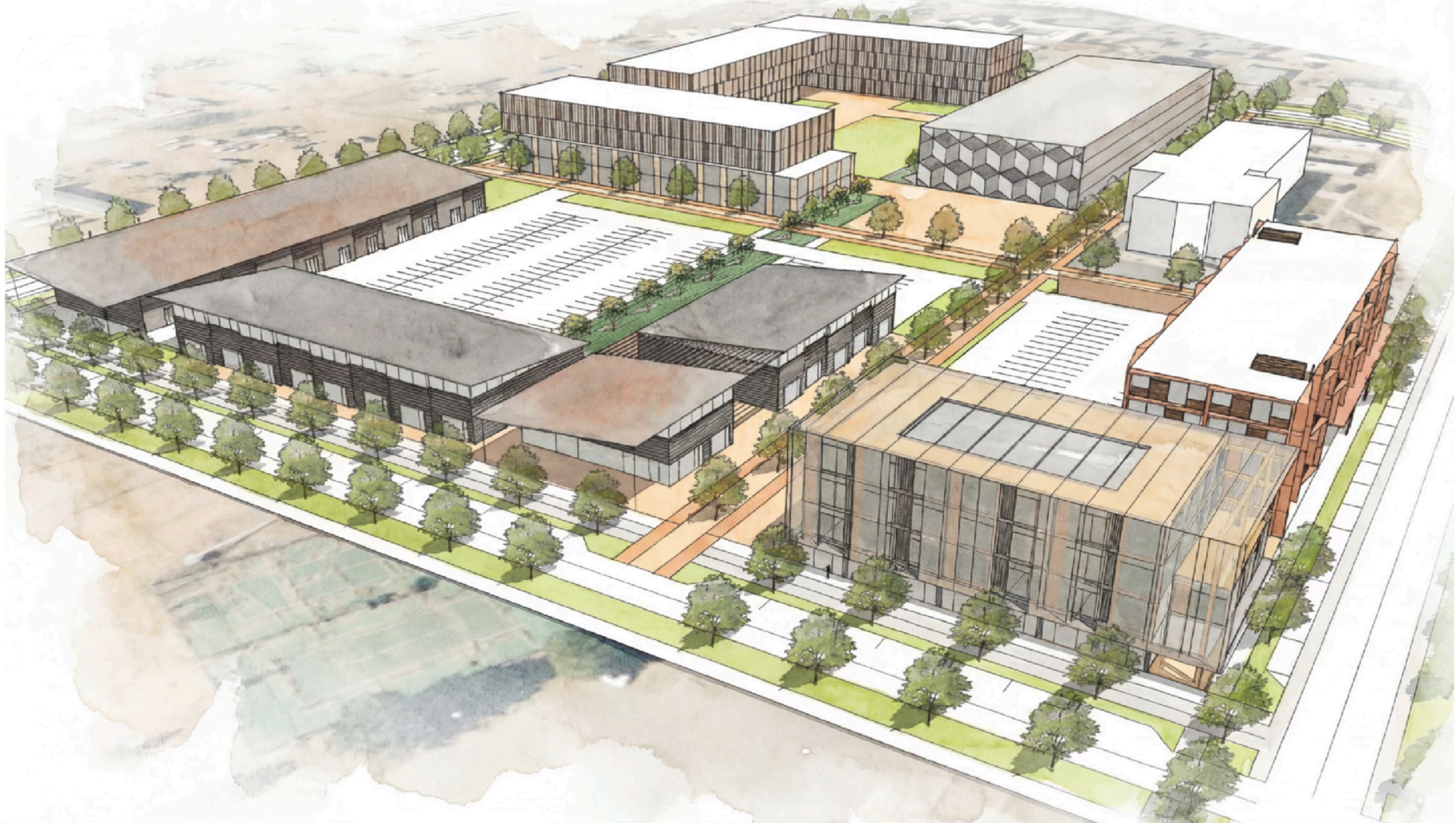
PROVIDED ON SITE: 211

PROVIDED ON ALLEYS: 70-140

TOTAL: 281-351

- ① OFFICE
- ② APARTMENTS
- ③ LAB/ INDUSTRIAL
- ④ LAB/ INDUSTRIAL COMMONS
- ⑤ STREET PARKING
- ⑥ ARROYO







David Perez, Founder and CEO

david@nm-ih.com

917-282-1997

Phillip Gesue, Partner

pgesue@pereholdings.com

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

1. Call to Order

The Regular Meeting of the Finance Committee was called to order by Councilor Pilar Faulkner at 5:01 PM, on Monday, April 6, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT

Councilor Jamie Cassutt
Councilor Pilar Faulkner
Councilor Lee Garcia
Councilor Alma Castro
Councilor Paul Bustamante

MEMBERS EXCUSED

OTHER PARTICIPANTS ATTENDING

Andrea K. Phillips, Deputy City Manager and Interim Finance Director
Erminia M. Tapia, Business Operations Manager

3. Approval of Agenda

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

VOTE The motion Passed on a roll call vote.

4. Approval of Consent Agenda

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

VOTE The motion Passed on a roll call vote.

The following items were pulled for Discussion:

- Item 7d
- Item 7i

5. Public Comment

6. Presentations

7. Action Items: Consent Agenda

- a. Request for Approval of the March 23, 2026, Finance Committee Meeting Minutes. (Erminia Tapia, Business Operations Manager; emtapia@santafenm.gov)

Committee Review:

Finance Committee: 04/06/2026

Approved on Consent.

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

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

Committee Review:

Public Works and Utilities Committee: 03/30/2026

Finance Committee: 04/06/2026

Governing Body: 04/07/2026

Approved on Consent.

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

Committee Review:

Quality of Life Committee: 04/01/2026

Finance Committee: 04/06/2026

Governing Body: 04/07/2026

Approved on Consent.

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

Committee Review:

Quality of Life Committee: 04/01/2026

Finance Committee: 04/06/2026

Governing Body : 04/07/2026

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

VOTE The motion Passed on a roll call vote.

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

Committee Review:

Quality of Life Committee: 04/01/2026

Finance Committee: 04/06/2026

Governing Body: 04/07/2026

Approved on Consent.

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

Committee Review:

Quality of Life Committee: 04/01/2026

Finance Committee: 04/06/2026

Governing Body: 04/07/2026

Approved on Consent.

- g. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Amanda Chavez)
A Resolution Authorizing City of Santa Fe Representatives and Agents to Sign Agreements and Requests for Payment Regarding New Mexico Office of the State Engineer Grant Agreement DSB-FY26-HHPD-01, to Plan and Design the Rehabilitation of McClure Dam. (Taylor Jurgens, Engineer, Water Division; trjurgens@santafenm.gov)

Committee Review:

Governing Body (Introduced): 03/25/2026

Public Works and Utilities Committee: 03/30/2026

Finance Committee: 04/06/2026

Governing Body: 04/07/2026

Approved on Consent.

- h. CONSIDERATION OF BILL NO. 2026-5. ADOPTION OF ORDINANCE NO. 2026-____.(Councilor Amanda Chavez and Councilor Pilar Faulkner)
A Bill Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement By and Between the New Mexico Finance Authority (“NMFA”) and the City of Santa Fe, New Mexico (the “Borrower/Grantee”), in the Total Amount of \$2,500,000, Including a Loan in the Amount of \$1,000,000 Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant

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

Committee Review:

Governing Body (Introduction): 03/11/2026

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

Public Works and Utilities Committee: 03/30/2026

Finance Committee: 04/06/2026

Governing Body (Public Hearing): 04/29/2026

Approved on Consent.

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

Committee Review:

Governing Body (Introduced): 03/25/2026

Public Works and Utilities Committee: 03/30/2026

Quality of Life Committee: 04/01/2026

Finance Committee: 04/06/2026

Governing Body: 04/07/2026

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

VOTE The motion Passed on a roll call vote.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Castro, to Approve the Amendment.

VOTE The motion Passed on a roll call vote.

8. Action Items: Discussion Agenda

9. Matters from Staff
 10. Matters from the Committee
 11. Matters from the Chair
 12. Next Meeting: Monday, April 20, 2026
 13. Adjourn
- Meeting Adjourned at 5:24 P.M.

ERMINIA TAPIA

Liaison

Chair



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 Op s/ Contributions/Doations	2510104	470100		(80,000)		
JUSTIFICATION: <i>(use additional page if needed)</i> -Attach supporting documentation/memo				\$ 0	\$ 0	

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 Balance
Fund(s) Affected	Increase(Decrease)
TOTAL:	0

Marcella Apodaca <small>Prepared By (print name)</small> <i>Margaret Neill</i> <small>Margaret Neill (Apr 8, 2026 12:53:04MDT)</small>	4/8/2026 <small>Date</small>	<i>Andy Hopkins</i> <small>Budget Officer</small>	Apr 8, 2026 <small>Date</small>
<small>Division Director Signature (optional)</small> <i>Manuel Sanchez</i> <small>Manuel Sanchez (Apr 8, 2026 13:11:48MDT)</small>	Apr 8, 2026 <small>Date</small>	CITY COUNCIL APPROVAL <small>City Council</small>	<small>Finance Director (< \$5,000)</small> <small>Date</small>
<small>Department Director Signature</small>	<small>Date</small>	<small>Approval Date</small>	<small>City Manager (< \$60,000)</small> <small>Date</small>

Date: March 25, 2026
To: Governing Body
From: Scott Overlie, Parks Division Project Manager III
Via: Sam Burnett, Interim Public Works Department Director 
Melissa McDonald, Public Works, Parks Division Director 
Carol Swenson, Public Works Business Operations Manager 
MMc (Mar 27, 2026 14:15:02 MDT)
CS

Subject: Capital Appropriation Agreement Project 25-J3158, Ragle Park

ACTION:

Request for Approval of Capital Outlay Grant Agreement with the New Mexico Department of Finance and Administration Project 25-J3158 to Replace Natural Turf with Artificial Turf at Ragle Park in the Total Amount of \$300,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Public Works, Project Manager III, saoverlie@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate \$300,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction.

BACKGROUND AND SUMMARY:

The City of Santa Fe has been awarded Capital Outlay Project 25-J3158 in the amount of \$300,000 "...to replace natural turf with artificial turf at Ragle park in Santa Fe in Santa Fe county."

The Agreement designates Mayor Michael Garcia, or their successor, as the official representative in all matters related to the Agreement and therefore requires review by Governing Body.

ATTACHMENTS:

Grant Agreement
PLID Form
BAR

ERIKA LUJAN
ERIKA LUJAN (Apr 13, 2026 09:00:29 MDT)

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 33, Paragraph 503, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J3158** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 33, Paragraph 503, Three Hundred Thousand, \$300,000.00, to replace natural turf with artificial turf at Ragle park in Santa Fe in Santa Fe county;.
- B. Grantee's total reimbursements shall not exceed \$300,000.00 Three Hundred Thousand, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 , which equals \$300,000.00 Three Hundred Thousand ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Michael J. Garcia
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Andrea Phillips
Title: Deputy City Manager/Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: akphillips@santafenm.gov
Telephone: 505-955-6337

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87558
Email: DanielN.Catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.
- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
- i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
- i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
- a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The City of Santa Fe’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
- a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the City of Santa Fe’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

- public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
 - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.
- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary or Designee:

Signature

Date

Chief Financial Officer or Designee:

Signature

Date

Local Government Division Director or Designee:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

Date

APPROVED BY GRANTEE:

City of Santa Fe

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

ATTEST:


Signature

(Print Name)

Date

(Title)

Fiscal Officer or Chief Financial Officer:


ANDREA PHILLIPS (Apr 13, 2026 16:50:47 MDT)

Signature
Andrea Phillips

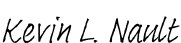
(Print Name)
04/13/2026

Date

Interim Finance Director

(Title)

As To Legal Form And Sufficiency


Kevin L. Nault (Mar 24, 2026 14:52:29 MDT)

Signature
Kevin L. Nault

(Print Name)
Mar 24, 2026

Date

Assistant City Attorney

(Title)

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
 B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip

 C. Contact Name/Phone #: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
 B. Grant Amount: \$ 0.00
 C. AIPP Amount (if Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: _____
 F. Reversion Amount (if applicable): \$ 0.00
 G. Grant Balance: \$ 0.00
 H. Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

- I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
 - a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
 - b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
 - c. Submission of supporting documentation as required by the Agreement.
 - d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

 Printed Name

 Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 ASD Officer

 Date

 Division Grant Manager

 Date

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____ \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY [20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)



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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: March 9, 2026 update current PL

Project Title: Ragle Field Baseball Turf field #3

Project Type: CIP Grant Internal Tracking

Department: Public Works, Parks Div Project Manager: Scott Overlie Ext: _____

Project Date Range: 3/9/2026 to 6/30/2029 Create Fixed Asset

Project ID: PTW2533502

Grant ID: S2648

Approved By: ERIKALUJAN

(Finance Use Only)

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

Funding Source: DFA 25-J3158 % of Funding: 100

MUNIS ORG: 3559980 MUNIS OBJ: 490210 Awarded Amount: \$300,000

Funding Source: _____ % of Funding: _____

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

Expense String Phase:

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

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

Phase: WIP Construction MUNIS ORG: 3559980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: FY26 NMDFA 25-3158 Awarded Amount: \$300,000

AR Charge Code: 3559980.490210 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

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

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

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

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.

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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:

GERALDINE CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Marínez

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

MARCOS MARTINEZ, INTERIM CITY ATTORNEY

APPROVED FOR FINANCES:

Andrea Phillips

ANDREA PHILLIPS (Apr 20, 2026 10:32:08 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

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 0071

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.

Jackie Roach

Jackie Roach (Apr 14, 2026 17:15:44 MDT)

MICHAEL GARICA
MAYOR

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*

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 

From: Ben Valdez, Deputy Chief of Police 

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 08:04:42 MST)

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]

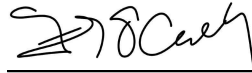
Signature Lines required:

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_shSegnkv6G3J

"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
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-  Document e-signed by Finbarr O'Carroll (finbarr.ocarroll@jenoptik.com)
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-  Document signing delegated to Jeri Andersen (jeri.andersen@jenoptik.com) by finbarr.ocarroll@jenoptik.com
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-  Email viewed by Jeri Andersen (jeri.andersen@jenoptik.com)
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 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 oeand@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



CITY OF SANTA FE
FINANCE

“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 held 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:
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 - b. Mental health status
 - c. Medical history

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 - e. Employment and educational background
 - f. Legal history
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- iii. Provide a detailed written report for each assessment, including diagnostic impressions, recommended level of care, and a proposed treatment plan.

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 - b. Maintain open and timely communication with DUI/Drug Court staff, treatment providers, and other relevant stakeholders.

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- b. Maintain accurate and up-to-date records of all assessments and related documentation.

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- 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:

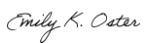
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent 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	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>



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

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

2 **RESOLUTION NO. 2026-__**

3 **INTRODUCED BY:**

4
5 Mayor Michael Garcia

6
7
8
9
10 **A RESOLUTION**

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

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

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

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

23 **WHEREAS**, the Governing Body stands in solidarity with all individuals who have
24 experienced harm or abuse, and acknowledges that no position of leadership or authority should
25 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 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

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2023-4

INTRODUCED BY:

Councilor Michael Garcia

Councilor Renee Villarreal

Mayor Alan Webber

A RESOLUTION

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

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

WHEREAS, according to Santa Fe Housing Act Coalition, market-rate rents in Santa Fe have increased by almost 50% since 2014, and 65% of Santa Fe renters cannot afford the median 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: 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

Legislation/2026/Resolutions/Joint Resolution Regarding Annexation of Area 1B

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: *Andrea Phillips* **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: