Agenda

Regular Meeting of the Governing Body
June 10, 2026 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body 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.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link:https://santafenm.gov/city-clerk-1/meetings-minutes-and-agendas/governing-body-public-comment

If relevant technology is available and functioning for City use, the following options may be available:
Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/84566758349

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: 819 0647 0889. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order
2. Pledge of Allegiance
   a. Councilor Feghali
3. Salute to the New Mexico Flag

a. Councilor Barrett

4. Invocation and Rememberances

   a. Councilor Garcia

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

   a. Council Staffing Study Results by Baker Tilly (Andrea Phillips, Deputy City Manager; akphillips@santafenm.gov)

9. Action Items: Consent Agenda

   a. Request for Approval of the May 14, 2026, Special Governing Body Meeting Minutes. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 06/10/2026

   b. Request for Approval of the May 15, 2026, Special Governing Body Meeting Minutes. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 06/10/2026

   c. Request for Approval of the May 27, 2026, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 06/10/2026

   d. Request for Approval of a Private Celebration Permit Application from TumbleRoot Brewing, LLC to Allow the Dispensing/Consumption of Beer, Wine and Cider at the International Folk Art Market's Opening Night to be Held on Thursday, July 9, 2026, with Alcohol Service from 6:00 PM to 9:00 PM in a Beer Garden Located in the Railyard Park, 740 Cerrillos Rd., Santa Fe NM, Which is Located on City Property, with an Expected 1200 Attendees Pursuant to SFCC 1987 §23-6.2(C) and Consistent with NMSA 1978, §60-6A-12. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 6/10/2026

e. Request for Approval of a Public Celebration Permit Application from TumbleRoot Brewing, LLC to Allow the Dispensing/Consumption of Beer, Wine and Cider at the International Folk Art Market's Night Market to be Held on Saturday, July 11, 2026, with Alcohol Service from 6:00 PM to 9:00 PM in a Beer Garden Located in the Railyard Park, 740 Cerrillos Rd., Santa Fe NM, Which is Located on City Property, with an Expected 300 Attendees Pursuant to SFCC 1987 §23-6.2(C) and Consistent with NMSA 1978, §60-6A-12. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

Committee Review:
Governing Body: 6/10/2026

f. Request for Approval of Liquor Hearing Officer's Recommendation to Approve a Request From Raices y Sazon, LLC DBA Raices y Sazon:

1. Pursuant to §60-6B-10 NMSA 1978, Consideration of a Waiver of the 300-Foot Location Restriction to Allow the Sale of Alcohol at Raices y Sazon, 3565 Cerrillos Rd., Which is Within 300 Feet of Iglesia Del Evangelio Church, 3575 Cerrillos Rd.

2. If the Waiver of the 300-Foot Location Restriction is Granted, Consideration of a Request for a Restaurant A (Beer & Wine) Liquor License with On-Premises Consumption Only, to be Located at Raices y Sazon, 3565 Cerrillos Rd. (Emily Aragon, Constituent Services Specialist; emaragon@santafenm.gov)

Committee Review:
Liquor Hearing: 06/4/2026
Governing Body: 06/10/2026

g. Request for Approval of a Joint Funding Agreement with the United States Department of the Interior U.S. Geological Survey in the Total Amount of $135,137 for the Continuation of a Joint Study Between the City of Santa Fe and U.S. Geological Survey for Water Resource Investigation for a Two-Year Term. (Alan Hook, Water Resource Coordinator; aghook@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

h. Request for Approval of a Cooperative Project Agreement with the New Mexico Department of Transportation to Construct Phase I of S100880 Rail Trail Intersection Improvements Project using Federal Highway Administration Funding in the Total Amount of $300,000 through December 31, 2028. (Romella Glorioso-Moss, Capital Projects Manager; rsglorioso-

moss@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate Grant Proceeds of $256,320 to Complete Streets FY26 Revenue and Expenses.

Committee Review:
Public Works & Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

i. Request for Approval of a Cooperative Project Agreement with New Mexico Department of Transportation to Design S100900 Acequia Trail Extension from Otowi to La Cieneguita Using Federal Highway Administration Funding in the Total Amount of $250,000 through December 31, 2028. (Romella Glorioso-Moss, Capital Projects Manager; rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate Grant Proceeds of $213,600 to Complete Streets FY 26 Revenue and Expenses.

Committee Review:
Public Works & Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

j. Request for Approval of a Cooperative Project Agreement with the New Mexico Department of Transportation to Conduct the Location Study Phases A and B for S100890 St. Michael's Drive Reconstruction Project Using Federal Highway Administration Funding in the Total Amount of $400,000 through December 31, 2028. (Romella Glorioso-Moss, Capital Projects Manager; rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate Grant Proceeds of $341,760 to Complete Streets FY26 Revenue and Expenses.

Committee Review:
Public Works & Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

k. Request for Approval of Construction Contract with Jocelyn Water and Sewer, LLC for the Santa Fe River Improvements at Cristobal Colon in the Amount of $767,195 through June 30, 2030. (Zoe Isaacson, River and Watershed Manager; zrisaacson@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

l. Request for Approval of Amendment No. 1 to Item #25-0373 with Vertosoft, LLC to Increase the Compensation by $209,278.24 for a New Total Amount of $1,035,141.40 for Additional OpenGov Enterprise Asset Management Software Domains. (Taylor Jurgens, Engineer; trjurgens@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) from the Water Enterprise Fund to Public Utilities Administrative Software in the Total Amount of $84,705.

Committee Review:
Public Works & Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

m. Request For Approval to Charge a Passenger Facility Charge for Santa Fe Regional Airport in the Total Amount of $3 Per Passenger. (Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov and Paulette Ortiz, Administrative Grant Administrator; pkortiz@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

n. Request for Approval of Amendment No. 4 to Item #22-0303 with Condor – New Age Logistics, LLC for Security Guard Services at City Facilities to Increase Compensation by $2,200,00 for a New Total Amount of $8,800,000 and Extend the Term to June 30, 2028. (Travis Dutton-Leyda, Chief Procurement Officer; tkduttonleyda@santafenm.gov and Denise Gabaldon, Contracts Supervisor; rdgabaldon@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

o. Request for Approval of Amendment No. 3 to Item #22-0301 with Aarrowhead Security dba Vet-Sec Protection Agency for Security Guard Services at City Facilities to Increase Compensation by $2,200,00 for a New Total Amount of $12,100,000 and Extend the Term to June 30, 2028. (Travis Dutton-Leyda,

Chief Procurement Officer; tkduttonleyda@santafenm.gov and Denise Gabaldon. Contracts Supervisor; rdgabaldon@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

p. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of $150,000 from General Fund to Tourism/Lodging Tax Fund for Fiscal Year 2026 Downtown Security Contract. (Andrea Phillips, Deputy City Manager, akphilllips@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/03/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

q. Request for Approval of Amendment No. 1 to Item #25-0054 with Santa Fe Public Schools to Increase the Compensation by $500,000 for a New Total Amount of $1,700,000 for Santa Fe Public Schools Work Based Learning Internship Programming. (Lizzy Portillo, Economic Development Specialist II; emportillo@santafenm.gov)

Committee Review
Economic Development Advisory Committee (EDAC): 06/03/2026
Quality of Life Committee: 06/03/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

r. Request for Approval of Amendment No. 2 to Professional Services Contract Item #25-0217 with Urban Alchemy to Increase the Amount of Compensation by $522,000 for a New Total Amount of $2,020,303 for Shelter Operations of Homeless Services. (Kristen Woods, Youth and Family Services Program Manager, krwoods@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/03/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

s. Request for Approval of Amendment No. 2 to Professional Services Contract Item #24-0490 with Interfaith Community Shelter Group to Increase Compensation by $780,000 for a New Total Amount of $2,310,000 and Extend the Term through June 30, 2027, to Provide Aid in Operations at Consuelo's Place Shelter. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/03/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

t. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia, Councilor Amanda Chavez, and Councilor Jamie Cassutt)
A Resolution Updating Resolution No. 2025-38 to Include Seniors in the Scope of Service at the Micro Community to be Located at 2395 Richards Avenue. (Lia Salaverry, Youth and Family Services Division Director; lasalaverry@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/27/2026
Quality of Life Committee: 06/03/2026
Governing Body: 06/10/2026

u. CONSIDERATION OF RESOLUTION NO. 2026-_____. (Councilor Amanda Chavez)
A Resolution Removing "Pilot" Status from the Wellness Leave Pilot Program, Establishing Personnel Rules 13.91 and 13.92 as Permanent, and Adding a Requirement that Employees Complete all Required Trainings to Remain Eligible to Receive Wellness Day Leave. (Alvin Valdez, Benefits and Wellness Manager; aavaldez1@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/27/2026
Quality of Life Committee: 06/03/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

10. Action Items: Discussion Agenda

a. Request for Approval of a Professional Services Agreement with Homewise, Inc. to Administer the Community Energy Efficiency Development (CEED) Program for Eligible Low-Income Households in the City of Santa Fe Utilizing State of New Mexico CEED Grant Funds Awarded through the Energy Conservation and Management Division of the Energy, Minerals and Natural Resources Department, in the Total Amount of $1,254,170 through December 30, 2027. (Erica Renaud, Sustainability Supervisor, enrenaud@santafenm.gov)

Committee Review:
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

b. Request for Approval of a Professional Services Contract with Urban Alchemy for Operation of an Emergency Homeless Shelter in the Total Amount of $1,343,993 for a Six-Month Term. (Kristen Woods, Youth and Family Services Program Manager; Krwoods@santafenm.gov)

Committee Review:
Finance Committee: 06/08/2026
Governing Body: 6/10/2026

c. Request for Approval of Dates for Governing Body Study Sessions for the Remainder of the Year. (Andrea Phillips, Deputy City Manager; akphillips@santafenm.gov and Marci Eannarino Legislative and Policy Innovation Manager maeannarino@santafenm.gov)

1. If Governing Body Study Session Dates are Approved, Consideration of Approving the Amended 2026 Governing Body and Council Committee Calendar to Include the Governing Body Study Session Dates.

Committee Review:
Governing Body: 06/10/2025

11. Matters from the City Manager

12. Matters from the City Attorney

a. **EXECUTIVE SESSION**

In Accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1,Subpart (H)(7), Discussions Subject to the Attorney-Client Privilege Pertaining to Threatened or Pending Litigation in Which the Public Body is or May Become a Participant. (Marcos Martinez, City Attorney: mdmartinez@santafenm.gov)\

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

a. CONSIDERATION OF BILL NO. 2026-12. ADOPTION OF ORDINANCE NO. 2026-_____. (Councilor Paul Bustamante and Mayor Michael Garcia)
A Bill Specifying that Specific and Limited Fishing Events on City-Owned Property in the Santa Fe Municipal Watershed May be Approved by the Governing Body. (Alan Hook, Water Resources Coordinator; aghook@santafenm.gov)

Committee Review:
Governing Body (Introduced): 06/10/2026
Governing Body (Public Comment): 06/24/2026
Public Works and Utilities Committee: 06/29/2026
Quality of Life Committee: 07/01/2026
Governing Body: 07/29/2026

b. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia)
A Resolution Adopting the City of Santa Fe's 2028-2032 Infrastructure Capital Improvements Plan. (Sean Moody, Capital Projects Manager; sxmoody@santafenm.gov)

Committee Review:
Governing Body (Introduced): 06/10/2026
Public Works and Utilities Committee: 06/15/2026
Finance Committee: 06/22/2026
Governing Body: 06/24/2026

c. CONSIDERATION OF RESOLUTION NO. 2026-_____. (Mayor Michael Garcia and Councilor Alma Castro)
A Resolution Authorizing the Annual Installation of Twenty-Five Banners from October 1 to November 1, Commemorating the Santa Fe International Film Festival Along the Guadalupe Corridor. (Jennifer LaBar-Tapia, Film Office Executive Director; jllabartapia@santafenm.gov)

Committee Review:
Governing Body (Introduced): 06/10/2026
Public Works and Utilities Committee: 06/15/2026
Quality of Life Committee: 06/17/2026
Governing Body: 06/24/2026

17. Petitions from the Floor

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

a. CONSIDERATION OF BILL NO. 2026-11. ADOPTION OF ORDINANCE NO. 2026-____. (Mayor Michael Garcia, Councilor Alma Castro, and Councilor Pilar Faulkner)
A Bill Relating to the Santa Fe Homes Program and Requirements for Rental Units; Amending Section 26-1.22 to Make Certain Technical Changes, to Clarify the Calculation of Fees Paid in Lieu of Providing On-Site Affordable Units, to Amend the Fee-in-Lieu Calculation to Use Thirty Percent of the Area Median Income Instead of Sixty-Five Percent when Determining Base Fee Amount. (Faviola Chavez, Affordable Housing Director; fachavez@santafenm.gov)

Committee Review:
Governing Body (Introduction): 05/27/2026
Governing Body (Public Comment): 06/10/2026
Quality of Life Committee 06/17/2026
Finance Committee: 06/22/2026
Governing Body (Public Hearing): 07/08/2026

19. Final Action on Legislation (Public Hearing)

a. CONSIDERATION OF BILL NO. 2026-6. ADOPTION OF ORDINANCE NO. 2026-____. (Mayor Michael Garica, Councilor Pilar Faulkner, and Councilor Jamie Cassutt).
A Bill Approving the Ground Lease and Development Agreement of a City-Owned Building, the Midtown Visual Arts Center, with Midtown Arts and Design Alliance, LLC. (Carly Venditti, Metropolitan Redevelopment Agency Deputy Director; cavenditti@santafenm.gov)

Committee Review:
Governing Body (Introduction): 04/29/2026
Metropolitan Redevelopment Commission: 05/06/2026 (WAIVER OF GOVERNING BODY PROCEDURAL RULE IV(C))
Economic Development Advisory Commitee: 05/06/2026
Governing Body (Public Comment): 05/13/2026
Public Works and Utilities Committee: 05/18/2026
Quality of Life Committee: 05/20/2026
Governing Body (Public Hearing): 06/10/2026

b. CONSIDERATION OF BILL NO. 2026-9. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Pilar Faulkner, Councilor Lee Garcia, Councilor Amanda Chavez)
A Bill Amending Subsection 12-6-12.3 of Article VI of the Uniform Traffic Ordinance ("UTO") to Eliminate Minimum Penalties for Reckless Driving and Raising Maximum Penalties From Twenty-Five Dollars ($25) to Two Hundred and Fifty Dollars ($250) for First Convictions and From Three Hundred Dollars ($300) to Five Hundred Dollars ($500) for Second or Subsequent Convictions; Creating a New Subsection 12-6-12.4A of Article VI of the UTO, Exhibit A to Chapter 24, SFCC 1987 to Define, Criminalize, and Penalize "Aggressive Driving"; Amending the UTO's Schedule A Traffic Violation Penalty Assessment Schedule to Increase Certain Penalties, to Specify that all Reckless Driving Fines, Aggressive Driving Fines, as Well as all Schedule A Penalties (Except for Those Dedicated to Traffic Calming) Shall be Split Equally Between the Law Enforcement Fund and the Fire Support Services Fund, and to Require a Mandatory Court Appearance for Violations Related to Aggressive Driving; Creating a New Subsection 12-6-12.25 of Article VI "Engaging in Prolonged, Deliberate, and/or Excessive Tailing of Another Vehicle" and Establishing a Penalty in Santa Fe's UTO, Schedule A, Traffic Violation Penalty Assessment Schedule for the Same; Creating a New Subsection 12-6-12.26 of Article VI "Unsafe Sudden Stops" and Establishing a Penalty in Santa Fe's UTO, Schedule A, Traffic Violation Penalty Assessment Schedule for the Same; Creating a New Subsection 12-6-12.27 of Article VI "Throwing Items Outside of Vehicle at Another Vehicle or at a Pedestrian" and Establishing a Penalty in Santa Fe's UTO, Schedule A, Traffic Violation Penalty Assessment Schedule for the Same. (Ben Valdez, Deputy Chief of Police; bpvaldez@santafenm.gov)

Committee Review:
Governing Body (Introduction): 04/29/2026
Governing Body (Public Comment): 05/13/2026
Quality of Life Committee: 05/20/2026
Finance Committee: 05/26/2026
Governing Body (Public Hearing): 06/10/2026 (POSTPONED FOR NOTICING REQUIREMENTS)
Governing Body (Public Hearing): 06/24/2026

c. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Jamie Cassutt, Councilor Amanda Chavez, Mayor Michael Garcia)
A Resolution Approving the Adoption of the Santa Fe Midtown Metropolitan Redevelopment Area Plan. (Carly Venditti, Midtown Redevelopment Agency Department Deputy Director; cavenditti@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/13/2026
Public Works and Utilities Committee: 05/18/2026

Quality of Life Committee: 05/20/2026
Finance Committee: 05/26/2026
Metropolitan Development Commission: 06/03/2026
Economic Development Advisory Committee: 06/03/2026
Governing Body (Public Hearing): 06/10/2026

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

21. Appointments

    a. Veterans Advisory Board

    - Gary Donato - Appointment as Chair - Term Ending 05/2028
    - Ari Jontry - Appointment - Term Ending 05/2028

    b. Santa Fe City and County Advisory Council on Food Policy

    - Erica Renaud - Appointment as City of Santa Fe Representative - Term Ending 03/2028

22. Adjourn

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

Michael J. Garcia, Mayor

Memorandum

DATE: June 5, 2026

TO: Governing Body Members

VIA: Brian Moya, Interim City Manager

FROM: Andrea Phillips, Deputy City Manager/Acting Finance Director AKP

SUBJECT: Council Staffing Assessment-Report and Presentation

REQUESTED ACTION
Presentation and discussion.

BACKGROUND/SUMMARY
This project was directed by Governing Body through the passage of Resolution 2025-28, which the City Manager's Office engaged a consultant to assess the staffing support of city councilors. Baker Tilly was selected through a competitive RFP process (they were one of three proposals) to conduct the study.

The goal of the assessment is to understand Council's staffing support needs and provide recommendations for staffing models that reflect the needs of City Council, city administration and management, and the community. Interviews were conducted with outgoing and current governing body members and staff.

Findings and recommendations, along with peer benchmarking information, were shared with city staff this week. Following the presentation by the Baker Tilly team, Governing Body may wish to discuss this further in a study session.

ATTACHMENTS:
Resolution 2025-28
Council Staffing Assessment Report
Presentation Slides for June 10, 2026 Governing Body Meeting

City Council

Alma G. Castro, District 1
Patricia Feghali, District 1
Elizabeth "Liz" Barrett, District 2
Paul C. Bustamante, District 2
Lee Garcia, Mayor Pro Tem, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-28

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Signe Lindell

Councilor Jamie Cassutt

Councilor Alma Castro

A RESOLUTION

ESTABLISHING A PLAN FOR USE OF BUDGETED FUNDS TO STUDY HIRING COUNCIL STAFF.

WHEREAS, the City of Santa Fe (City) Fiscal Year 2025 Budget included funding in its General Government budget that the City's budget book, page 63, described as "a study to make recommendations on staff support for City Councilors"; and

WHEREAS, the General Government budget also includes funding for personnel that can be used to hire staff to support City Councilors; and

WHEREAS, the City's Governing Body would like to utilize no more than $60,000 of these funds for the following work, to be completed by a Contactor within 60 days of the initiation of the Contract or as soon as is possible:

a. Interview City Councilors to elicit their staffing needs and interests;

b. Explore staffing models of other City Councils to inform City Councilors on potential models;

c. Summarize the staffing model for Santa Fe County Commissioners and the new policy positions being implemented for State Legislators including

salaries and relevant job descriptions;

d. Provide a proposed staffing model that reflects the needs and interests of City Councilors, including a budget and position descriptions vetted with the Human Resources Department to confirm that the descriptions conform to City standards; and

e. Compile the above information in a report to be presented to the Governing Body in a study session.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City Manager shall direct procurement of an appropriate contractor to conduct the scope of work described above.

BE IT FURTHER RESOLVED that, once the contractor has completed the scope of work outlined in this resolution, the City Manager shall present the report to the Governing Body in a study session.

PASSED, APPROVED, and ADOPTED this 30th day of April, 2025.

Alan Webber (May 1, 2025 15:14 MDT)

ALAN WEBBER, MAYOR

ATTEST:

ANDREA SALAZAR (May 1, 2025 15:44 MDT)

ANDRÉA SALAZAR, CITY CLERK

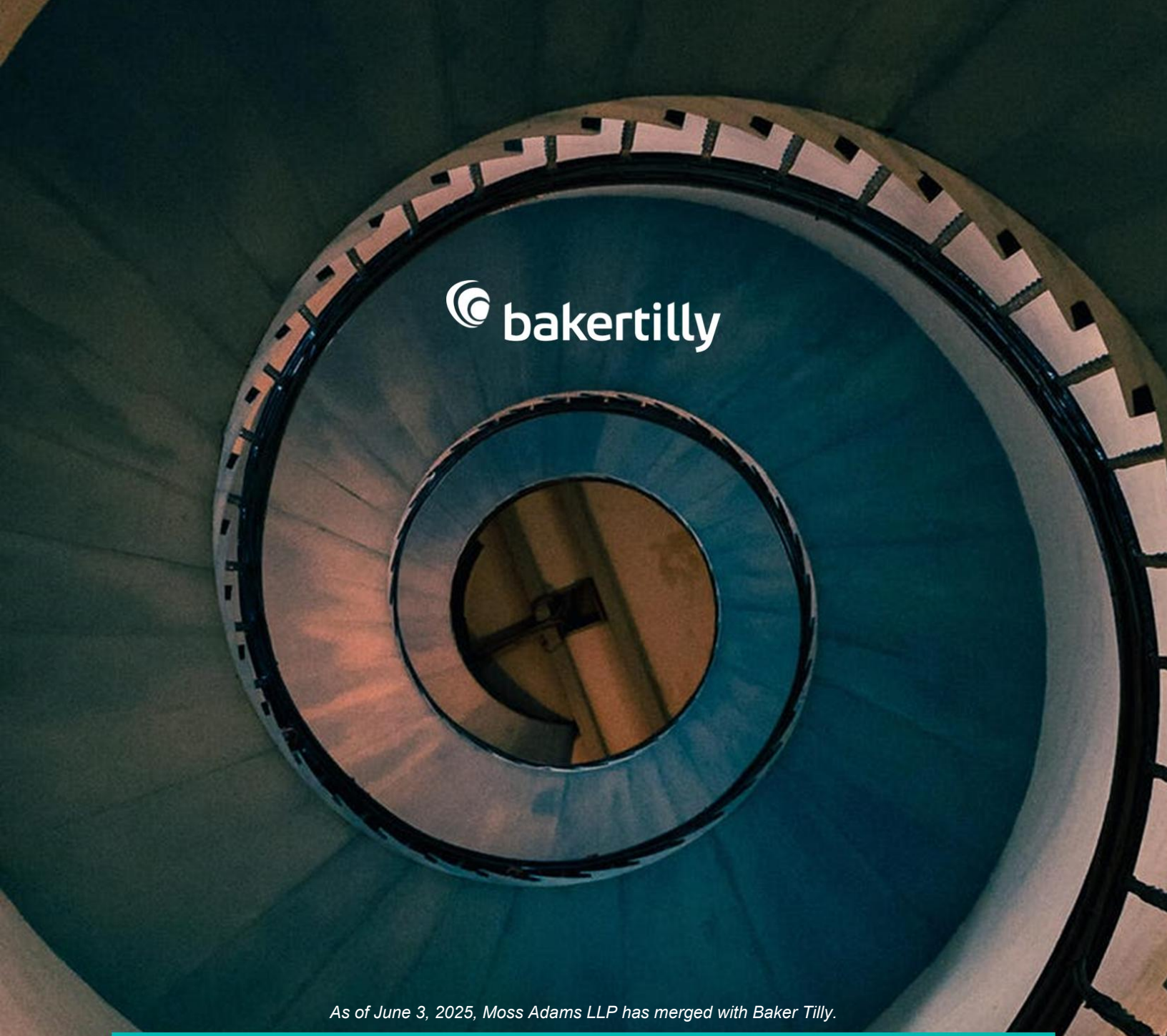
APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (May 1, 2025 15:05 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/2025-28(R)/Resolution to Study Hiring Council Staff



As of June 3, 2025, Moss Adams LLP has merged with Baker Tilly.

Proprietary & Confidential

FINAL REPORT

City of Santa Fe

COUNCIL STAFFING ASSESSMENT

June 4, 2026

Baker Tilly Advisory Group, LP
999 Third Ave, Suite 2800
Seattle, WA 98104
(206) 302-6500

Table of Contents

I. Executive Summary 1

A. Introduction 1

B. Summary of Observations and Recommendations 1

II. Introduction 3

A. Background 3

B. Scope and Methodology 3

C. Statement of Compliance with Standards 4

III. Commendations 5

IV. Council Support Model Options 6

V. Observations and Recommendations 7

A. Approach to Council Support 7

B. Other Considerations 18

VI. Appendix B: Survey Results 24

VII. Appendix C: Peer Benchmarking Data 30

A. Background Information 30

B. Survey Results 30

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

I. Executive Summary

A. Introduction

The City of Santa Fe (the City) engaged Baker Tilly to conduct a Council staffing study to assess Councilors' staffing needs, evaluate current staffing structures, and identify potential staffing models. We conducted this assessment between October 2025 and May 2026, using a four-phased approach consisting of project planning and management, fact-finding, analysis, and reporting.

B. Summary of Observations and Recommendations

Detailed observations and recommendations are provided in section V of this report.

OBSERVATIONS AND RECOMMENDATIONS		
Approach to Council Support		
1.	**Observation**	The City currently operates a decentralized support model for Council staffing, relying on a distributed group of staff across departments to provide administrative, legislative, and constituent services. In practice, this approach has led to heavy workloads for staff, ambiguity for both Councilors and staff regarding the scope of available support, and constrained capacity for Councilors to effectively manage workload demands at their desired level.
	Recommendation	The City should retain its current decentralized Council support structure while adding a centralized Council Program Manager position within the City Manager's Office to improve coordination, consistency, workload management, and administrative support across Council operations without consolidating existing departmental support functions.
2.	**Observation**	Roles and responsibilities between Councilors and City staff are not always clearly defined, resulting in confusion, inconsistent expectations, and uneven support.
	Recommendation	Establish and document a formal Council support framework that clearly defines the roles and responsibilities of Councilors and City staff and standardizes how work flows between them. This documentation will improve consistency, efficiency, and equity for Council support.
Other Considerations		
3.	**Observation**	The City's legislative research and drafting process is critical to effective governance. However, the process lacks transparency, clear prioritization criteria, and shared visibility, which has created frustration for Councilors and City staff.

FOR INTERNAL USE OF CITY OF SANTA FE ONLY

OBSERVATIONS AND RECOMMENDATIONS		
	Recommendation	Formalize a legislative research and drafting process that establishes clear prioritization criteria, shared visibility across Councilors, and consistent communication on the status of legislative requests.
4.	**Observation**	The current committee process requires legislation to move through multiple sequential reviews, contributing to redundant discussions, longer timelines, and increased workload for both Councilors and staff.
	Recommendation	Evaluate the committee review process to identify opportunities to streamline legislative workflows, reduce redundancy, and improve efficiency for Councilors and staff.

II. Introduction

A. Background

At the request of the City of Santa Fe's Council, Baker Tilly conducted a Council staffing study to assess City Councilors' support needs, evaluate current staffing structures, and identify potential alternative models.

Together with the Mayor, Councilors form the City's governing body and act as primary policy makers. They review legislative agenda items, propose amendments, and introduce new policies. The City has eight part-time paid Councilors (two for each City district), and a full-time paid Mayor. Councilors bring diverse backgrounds and varying levels of municipal experience, along with differing capacities to balance their Council responsibilities with full-time work and personal obligations.

In recent years, Councilors report experiencing increased workload demands related to legislative activity, constituent engagement, and administrative coordination. As community expectations grow and City issues become more complex, Councilors are spending more time responding to constituent inquiries, developing policy initiatives, preparing for committee meetings, and navigating internal City processes. Some of these responsibilities extend beyond what can reasonably be managed by part-time elected officials without structured and reliable support.

These conditions prompted City leadership to initiate this assessment, to better understand current Council support challenges, evaluate peer city practices, and identify staffing models and governance improvements that align with Santa Fe's structure as a part-time Council. This assessment analyzed ways to improve Councilor capacity, enhance efficiency and equity in support delivery, clarify roles and responsibilities, and ensure that Councilors are effectively supported in carrying out their governance and representative duties to provide the best service possible to constituents.

B. Scope and Methodology

We conducted this assessment between October 2025 and June 2026. The project consisted of four phases that are detailed below.

PROJECT PHASES		
Phase		**Description**
1	**Startup and Project Management**	This phase included a kickoff meeting with City leadership to confirm expectations and discuss overall project scope, logistics, deliverables, timing, and progress reporting requirements. Planning also served to clarify responsibilities between Baker Tilly and City staff, timing of project activities, and format of deliverables. We conducted project management throughout the engagement and ensured all deliverables received a quality assurance review.

PROJECT PHASES		
Phase		**Description**
2	**Fieldwork**	Fieldwork consisted of activities designed to help Baker Tilly gain an understanding of the City's current Council structure and needs. Fieldwork activities were designed to gather both qualitative and quantitative information to form the foundation for observations. For this engagement, fieldwork activities included: ● **Interviews:** We interviewed seven Councilors and ten members of City management and staff. ● **Document and Data Review:** We gathered relevant documentation for review, including organizational charts, budgets, and governance procedural documents. ● **Peer Benchmarking:** We conducted peer benchmarking with peer cities to assess how the City's Council structure and needs compare to similarly situated cities. Peers were selected in partnership with City leadership for their similar size or structure to the City, while ensuring a mix of Council support structures. We reached out to 19 peer cities and the following ten responded to our survey: ○ City of Austin, TX ○ City of Boulder, CO ○ City of Hartford, CT ○ City of Lansing, MI ○ City of Odessa, TX ○ City of Provo, UT ○ City of Reno, NV ○ City of Rio Rancho, NM ○ City of Salem, OR ○ City of Topeka, KS Full peer survey results are included in Appendix A. ● **Industry Best Practices:** We conducted research into industry best practices for related topics, such as Council staffing support models. ● **Preliminary Observations:** We summarized the results of fieldwork in the preliminary observations presentation. This document informed the direction of analysis.
3	**Analysis**	Based on our initial observations, we evaluated Council staffing models that the City may consider to improve the efficiency and effectiveness of the City Council.
4	**Reporting**	Based on our analysis, we prepared the draft report, which was reviewed by City leadership. We integrated feedback into an updated report before finalization.

C. Statement of Compliance with Standards

This engagement was performed in accordance with Standards for Consulting Services established by the American Institute of Certified Public Accountants (AICPA). Accordingly, we provide no opinion, attestation, or other form of assurance with respect to our work or the information upon which our work is based.

III. Commendations

Although the focus of this assessment was to conduct a Council staffing study, we noted the following areas of strength and existing good practices that can be leveraged for further improvement:

- **Constituent Commitment:** Councilors are committed to supporting their constituents' needs and concerns. Councilors have a strong willingness to champion constituent issues, facilitate community events, and ensure that constituent voices are heard in Council deliberations, despite resource constraints.
- **Staff Commitment:** City staff members are generally eager to support Councilors with their needs, helping with tasks, such as answering questions, coordinating logistics, preparing reports, and offering information, to help Councilors make informed policy decisions. While the level and type of support may vary depending on the Councilor's style and the specific request, staff typically strive to be responsive and helpful, working collaboratively to address both administrative and community engagement needs.

We would like to thank City leadership for their willingness to assist us in this assessment process. These commendations, coupled with our observations and recommendations, provide an overview of areas of strengths and weaknesses that can help improve governance and operations.

IV. Council Support Model Options

There are three primary staffing support models with different levels of support, resource investment, and operational structure. We will refer to these options throughout the report. These models are not mutually exclusive; rather, they represent a spectrum of potential approaches. Each model carries different implications for cost, governance alignment, administrative efficiency, and Councilor workload. Generally, each of these models is aimed at providing a mix of support to Councilors in the following areas:

- **Legislative Planning Support:** Tracking requests, developing early-stage policy concepts, performing preliminary research, and preparing materials for committee meetings and Council deliberations.
- **Constituent Services:** Managing district inboxes, triaging constituent issues, preparing communications, coordinating follow-up with departments, and supporting Councilor-led community meetings and events.
- **Administrative and Operational Support:** Scheduling, calendar management, travel coordination, event logistics, and managing routine procedural tasks currently handled inconsistently by various City offices.

MODEL A: ONE-ON-ONE SUPPORT

Each City Councilor is assigned a dedicated full-time or part-time staff member who is responsible for supporting that Councilor's priorities, constituent services, policy development, and scheduling or other day-to-day operations. This model provides highly personalized support and allows staff to develop deep familiarity with the Councilor's district, policy focus areas, and community needs. While this approach can enhance responsiveness and relationship-building, it also requires a significant level of staffing resources and FTEs.

MODEL B: SHARED AND CENTRALIZED SUPPORT

Staff are organized in a centralized structure and assigned to support multiple Councilors, typically through a small, shared team. Their primary responsibility is supporting Councilors and Council functions, though staff may also maintain select broader organizational responsibilities. Support may be structured across the whole Council or aligned to Councilors within specific districts. This model promotes collaboration, resource flexibility, and consistency in service delivery while maintaining dedicated support for Council operations and Councilor needs.

MODEL C: DECENTRALIZED SUPPORT

Councilors rely on staff embedded across broader City departments and administrative functions, where Council support represents only one portion of staff responsibilities. In this model, staff primarily focus on operational or departmental priorities and assist with Council functions on an as-needed basis. While this approach can promote organizational efficiency and flexible use of resources, it may limit dedicated support capacity, individualized attention, and responsiveness to Councilor-specific needs and priorities.

V. Observations and Recommendations

A. Approach to Council Support

ORGANIZATIONAL MODEL

1.	Observation	The City currently operates a decentralized support model for Council staffing, relying on a distributed group of staff across departments to provide administrative, legislative, and constituent services. In practice, this approach has led to heavy workloads for staff, ambiguity for both Councilors and staff regarding the scope of available support, and constrained capacity for Councilors to effectively manage workload demands at their desired level.
	Recommendation	The City should retain its current decentralized Council support structure while adding a centralized Council Program Manager position within the City Manager's Office to improve coordination, consistency, workload management, and administrative support across Council operations without consolidating existing departmental support functions.

Current Model

The City currently operates under Model C: Decentralized Support, with no team or staff positions dedicated exclusively or centrally to supporting Councilors. Instead, support is provided by staff across multiple departments. This staffing structure results in limited dedicated capacity for Councilors, contributing to workload challenges and ambiguity regarding available support.

DISTRIBUTION OF CURRENT COUNCIL SUPPORT

City Staff	FTE	Level of Staff Support for Councilors	Support Provided to Councilors
Constituent Services Manager and Specialists	4 FTE	Medium	Respond to constituent complaints and coordinate events
Marketing and Communications Manager	1 FTE	Low	Market events and send out certain communications for Councilors
Mayor and City Manager Executive Assistants	2 FTE	Low	Provide ad hoc onboarding, travel, scheduling, and purchasing support
Legislation and Policy Innovation Manager and Staff	3 FTE	High	Research policy issues and develop resolutions and legislation

Issues with Current Model

- **Limited Councilor Capacity:** As noted previously, the City Councilor role is a part-time position. Most Councilors reported limited ability to manage their full scope of responsibilities due, in part, to the absence of dedicated staff support. Specifically, Councilors requested additional support with the following activities:
  - Legislative planning (tracking requests, organizing policy ideas, undertaking research, developing drafts)
  - Constituent support (responding to inquiries, preparing constituent meeting materials, engaging constituents at meetings and events, managing email lists)
  - Administrative support (scheduling meetings, event planning)
- **Limited Staff Capacity:** City employees responsible for supporting Councilors reportedly lack sufficient bandwidth to fulfill all support requests while also managing other job responsibilities. For instance, the Office of Legislation and Policy Innovation can address each Councilor's top legislative research priorities but is unable to respond to every request made. This issue is further complicated by the absence of a shared understanding of what constitutes adequate support for Councilors.
- **Role Ambiguity in Staff Support:** There is reported confusion regarding the roles and responsibilities of City staff in supporting and prioritizing Councilor requests (see Roles and Responsibilities). As a result, staff are sometimes unsure which requests they can reasonably decline, and Councilors may have unclear expectations about what constitutes a reasonable request. This ambiguity becomes particularly challenging when Councilor requests bypass established protocols and staff are contacted directly.

Peer Approaches: By Model

- **Model A: One-on-One Support:** Only two peer cities surveyed use a one-on-one support model for Councilor support. This model is generally most effective in larger cities where Councilors manage substantial constituent populations and require dedicated staff capacity to address constituent services, legislative development, communications, and administrative coordination. Austin, the largest peer included in this analysis, employs a one-on-one support model for its full-time Councilors, with teams of three to seven positions to support each Councilor per District. Support roles include positions, such as Chief of Staff, Policy Analyst, Legislative Analyst, communications staff, and clerical or administrative support. Austin staff rated the model as functioning moderately well and reported varying perceptions of Councilor workload. Hartford also uses a one-on-one support model, though within a smaller organizational context and with part-time Councilors. Hartford reported eight dedicated support staff for seven Council members, a nearly 1:1 ratio, and staff rated the model as functioning extremely well with generally light Councilor workloads. These examples demonstrate that, while the one-on-one support model can provide high levels of individualized assistance and responsiveness, it typically requires substantial staffing resources and is most feasible in jurisdictions with larger operational capacity or greater Council workload demands.
- **Model B: Shared and Centralized Support:** Many surveyed peer cities (40%) use this model. Under this model, a small, centralized team of dedicated positions provide support services to all Councilors collectively rather than assigning staff to individual Council members. Most peers using this model reported having one to two centralized support staff dedicated to Council operations, though one peer city uses a larger structure that includes a director overseeing analyst staff who collectively support Councilors.

Peer cities using this model organize reporting relationships differently. In one city, the centralized support team reports directly to Council, while in others the positions are housed within the City Manager's Office or under the Deputy Mayor. Staffing structures also vary. One peer city employs a Council Program Manager positions to coordinate support functions, while the remaining peers rely on analysts, executive assistants, or similar administrative roles to support Councilors.

Survey responses suggest generally positive perceptions of the model. All peers surveyed rated the model as functioning very well. One peer did not provide a survey response regarding model effectiveness. However, peers also reported perceiving that Councilors spend more time on legislative development, constituent engagement, and administrative coordination activities in this model than in other staffing models. Two peer cities reported perceptions of heavy Councilor workloads. Staff indicated these workload pressures were influenced in part by decentralized organizational processes and shifting priorities from the supervisors overseeing the centralized support staff, both of which can limit responsiveness and create competing demands on staff time. In addition, workload challenges may result because the shared and centralized support model typically relies on a relatively small number of centralized staff who provide broad support across multiple functional areas, rather than having dedicated legislative, constituent service, communications, or administrative staff assigned to specific functions or Councilors. As a result, Councilors may need to perform more activities directly when centralized staff capacity is limited or when competing priorities reduce staff availability.

The City of Boulder provides a notable example of this model. Boulder initially established a shared assistant role that later evolved into a City Council Program Manager position reporting to the Assistant City Manager. According to Boulder staff, the Program Manager dedicates most of their time to Council support functions while also assisting with special projects assigned through the City Manager's Office. Councilor-related responsibilities undertaken by this role include:

- Handling Council-wide administrative tasks (travel, scheduling, meeting prep)
- Managing shared initiatives under the Assistant City Manager and cross-organizational coordination
- Triaging requests and ensuring consistent information flows to all Councilors
- Maintaining neutrality by pushing consistent information to all nine Councilors and escalating advocacy-leaning requests to the City Manager

Boulder also emphasized the importance of maintaining neutrality by providing consistent information to all Councilors and escalating advocacy-oriented requests to executive leadership, when appropriate.

Peers also identified several implementation challenges associated with the shared and centralized support model. Because a small, centralized team may serve a relatively large group of Councilors, maintaining confidentiality and balancing competing priorities can be difficult without clearly established processes and protocols. Some peers also noted that inconsistent direction from multiple Councilors or supervisors can create operational challenges and affect workload distribution if governance structures and expectations are not clearly defined.

- **Model C: Decentralized Support:** The same number of surveyed peer cities (40%) use this model. Under this model, Councilor support responsibilities are distributed across multiple departments or staff positions rather than being centralized within a single office or team. Compared to the shared and centralized support model, peers using a decentralized structure generally reported having more city staff available to support Councilors across various functional areas. Peer cities reported a range of staffing approaches depending on Council size, workload, and governance arrangements. Staffing levels among peers surveyed ranged from no dedicated support staff to five staff positions supporting Councilors. Most support positions in this model are

tied to specific functional responsibilities, such as legislative research and coordination, constituent communications, administrative support, or operational assistance.

Peer cities using the decentralized support model generally reported lighter or more manageable Councilor workloads compared to peers using centralized support structures. This may be because decentralized models often distribute support responsibilities across multiple specialized staff and departments, allowing Councilors to receive assistance with legislative, constituent, communications, and administrative functions from staff with subject-matter expertise in those areas. This suggests that decentralized models can function under a range of staffing levels, though perceptions of effectiveness and workload may be influenced by the availability of administrative and operational support capacity.

Overall, peer feedback suggests that decentralized support structures can function effectively when Councilor support responsibilities are clearly defined and sufficient staff capacity exists across functional areas. However, decentralized models may also create challenges related to coordination, consistency of support, and clarity regarding roles and responsibilities if processes and communication channels are not well established.

PEER SURVEY RESPONSES

Peer	Staffing Model	Councilors FT or PT	No. of Council Members	No. of Council Support Staff	Councilor to Dedicated Support Staff Ratio	Model Efficacy Survey Rating	Councilor Workload	Reporting Structure	Staff Support Titles
Austin	**One-on-One Support**	Full-time	10	48	5:1	Moderately well	Various	TBD	These roles are present for most districts: • Chief of Staff • Policy Analyst • Legislative Analyst • Communications Clerical/Administrative
Hartford	**One-on-One Support**	Part-time	7	8	0.9:1	Extremely well	Light	Individual Council Members	Not reported
Boulder	**Centralized Support**	Part-time	8	1	8:1	Not reported	Not reported	City Manager's Office	• Program Manager (1)
Provo	**Centralized Support**	Part-time	7	7	1:1	Very well	Adequate	Council	• Council Executive Director (1) • Analysts (5) • Executive Office Assistant (1)
Salem	**Centralized Support**	Part-time	9	1	9:1	Moderately well	Heavy	City Manager's Office	• Mayor and Council Support (1) • Constituent and Government Affairs Manager (0.5)
Topeka	**Centralized Support**	Full-time	9	2	5:1	Very well	Heavy	Deputy Mayor	• Senior Executive Assistant (2)
Lansing	**Decentralized Support**	Part-time	8	3	2.7:1	Very well	Light	Council	• Legislative Office Manager (1) • Administrative Assistant (1) • Legislative Aid (1)
Odessa	**Decentralized Support**	Part-time	6	4	1.5:1	Extremely well	Light	Council	• City Secretary Office • City Manager's Office • City Attorney Office
Reno	**Decentralized Support**	Full-time	6	5	1.2:1	Very well	Various	City Manager's Office	• Council Operations Liaison (3) • Administrative Assistant to the Mayor and Council (1) • Mayoral Relations Administrator (1)
Rio Rancho	**Decentralized Support**	Part-time	6	0	0	Moderately well	Adequate	N/A	N/A

Peer Approaches: By Workstream

- **Legislative Planning Capacity:** Santa Fe Councilors reported challenges related to organizing, researching, prioritizing, and advancing legislative ideas without dedicated staff support. Several Councilors described difficulties tracking legislative requests, shaping early-stage policy concepts, and conducting the research and analysis needed to support informed decision-making. In some cases, legislative support functions including research, drafting, and coordination fall to the Office of Legislation and Policy Innovation, which stakeholders reported is currently understaffed and managing a backlog of requests (see Roles and Responsibilities and Legislative Research Process). Councilors emphasized that these constraints limit their ability to proactively develop policy initiatives, collaborate effectively with colleagues, and respond to emerging community issues in a timely manner.

  Peer benchmarking results indicate that Councilors in most jurisdictions regularly participate in legislative planning and policy development activities, though the frequency of these activities varies (see Appendix B: Survey Results). Peer cities operating under a decentralized support model commonly reported having dedicated legislative or policy staff available to support Councilors, often supplemented by administrative support roles. In contrast, peers under a centralized support model generally reported that Councilors spend more time directly managing legislative and policy-related activities themselves, often on a daily or weekly basis rather that intermittently throughout the year.

- **Constituent Engagement and Support:** Santa Fe Councilors across City districts described constituent engagement as one of the most time-intensive and steadily growing aspects of the role. Constituents frequently contact Councilors as a primary point of access into City government to seek assistance navigating City processes, request updates on services, report concerns, or share feedback. As a result, Councilors often spend substantial time responding to emails, phone calls, social media messages, and direct constituent outreach.

  Councilors also expressed differing perspectives regarding the appropriate level of constituent engagement and responsiveness associated with the role. Some described expectations for extensive direct constituent interaction, while others described a more limited approach. These varying expectations can create challenges in establishing consistent support practices and may make it difficult for City staff to fully accommodate each Councilor's individual preferences and working style.

  The volume and complexity of constituent engagement activities significantly affects Councilor capacity. Without dedicated staff support to triage inquiries, coordinate with departments, or track issue resolution, Councilors must often must personally manage follow-up, gather information, and communicate updates to constituents. Councilors noted that even routine constituent issues can become time consuming when departmental workloads are high, internal processes are unclear, or resolution requires ongoing coordination across multiple parties.

  Several Councilors indicated that the cumulative demands associated with constituent services reduce the time available for legislative planning, committee preparation, collaboration with colleagues, and proactive policy development. As constituent expectations continue to increase, the demands of Council duties increase as well. For Councilors serving in these part-time roles while maintaining outside employment, these demands can create significant workload pressures and challenges related to work-life balance.

  Constituent engagement is a critical function of local governance. As elected representatives, Councilors serve as a direct link between constituents and City government. Timely, accurate, and responsive constituent support helps maintain community trust, promote transparency, and ensure constituents feel heard and represented in government decisions. Effective constituent

services also play an essential role in identifying emerging issues within neighborhoods, highlighting service delivery gaps, and informing policy priorities. When Councilors are not adequately supported in these activities, constituent concerns may go unanswered, service issues may persist longer, and the City may miss opportunities to address community needs proactively.

Peer city feedback suggests that staffing structures influence the amount of time Councilors spend on constituent service activities. Peer cities using the decentralized support model generally reported that Councilors spend less time directly managing constituent coordination activities than do councilors using other models, likely due to the availability of policy and constituent support positions. One of these cities has a dedicated position (i.e., Council Operations Liaison) responsible for responding to constituent messages, which is one way to improve coordination and communication. Other peers in this model have other positions, such as communication and administrative type roles, which may support Councilors with constituent communications.

Without additional staffing or structured support, City Councilors are likely to continue experiencing strain that limits their ability to balance constituent services with policy responsibilities. Ensuring adequate constituent support capacity is therefore essential not only for Councilor workload management but also for sustaining effective, responsive, community-centered governance.

- **Administrative and Operational Support:** Councilors also identified administrative and operational responsibilities as a significant component of the role that can be difficult to manage without dedicated support. Councilors reported needing assistance with scheduling; event coordination; navigation of internal processes; and ensuring that translation, IT support, and outreach are properly arranged for meetings. These tasks frequently require coordination across multiple departments and depend on staff availability, which can be challenging in a resource-constrained environment. Though executive assistants for the Mayor and City Manager provide some administrative support for Councilors, it's provided on an ad hoc basis, depending on capacity. Without dedicated staffing support, Councilors often must personally carry out many administrative functions, which strains their capacity for more strategic work.

  Administrative and operational support is a necessary aspect of effective Council support. Timely scheduling, organized meeting preparation, and coordinated communication directly affect Councilors' ability to participate effectively in legislative discussions, prepare for public hearings, and engage with constituents. Inadequate administrative support can contribute to delays in legislative processes, communication inefficiencies, and operational bottlenecks that affect both Council effectiveness and service delivery.

  Peer city feedback further reinforces the importance of administrative coordination functions within Council support structures. Peer cities using a centralized support model generally reported that Councilors typically spend more time than cities using other models on administrative activities, such as preparing materials, scheduling meetings, planning events, and managing logistics. Those who reported higher frequency of these activities (e.g., weekly engagement) also tend to report heavier Councilor workloads than those who reported less frequent administrative activities.

Recommendation

The City should retain its current decentralized Council support structure (Model C) while establishing a centralized Council Program Manager position within the City Manager's Office to improve coordination, consistency, and strategic administrative support across Council operations.

Maintaining the decentralized model preserves the subject-matter expertise embedded within departments and avoids the operational inefficiencies and confidentiality concerns that can arise when Council support functions are fully centralized into a standalone team. Additionally, transitioning to a shared and centralized model would likely create duplicative responsibilities or reduce operational efficiencies, as many existing staff currently support Council functions and broader City operations.

Peer cities using decentralized support structures generally reported positive outcomes, particularly when specialized staff support legislative, constituent, administrative, and operational support across the City. The City's current model also supports the multidisciplinary nature of Councilor support needs, which span legislation, constituent services, communications, administration, and operational coordination. The functions are often best supported through coordinated departmental expertise rather than a fully centralized Council office.

The addition of a Council Program Manager position would help address existing gaps in coordination, triage, administrative support, and workload management that currently contribute to inconsistent support practices, role ambiguity, and operational strain across departments. Locating this position within the City Manager's Office would support operational consistency, continuity, and equitable service delivery across the governing body, particularly given the City Manager's Office central coordinating role within the City.

Under this model, the Council Program Manager would serve as a centralized coordination and administrative resource while preserving the City's decentralized support structure. The position would not replace existing departmental responsibilities, but instead, would improve communication, streamline processes, and enhance coordination across Council-related activities.

Core responsibilities of the position may include:

- Coordinating administrative and operational support functions, such as scheduling meetings, coordinating travel and training, preparing briefing materials, and supporting Council-led events
- Supporting constituent engagement efforts through inquiry triage, coordination of departmental follow-up, issue tracking, and communication support
- Assisting with legislative coordination activities, including tracking policy initiatives and coordinating with the Office of Legislation and Policy Innovation.

While the position would not serve as a policy advocate or independently draft legislation, centralizing these coordination and administrative functions would reduce fragmentation; alleviate pressure on existing departments; and allow Councilors to focus more fully on governance, constituent representation, and decision-making responsibilities. Retaining decentralized functional support while adding centralized coordination; therefore, is likely to provide the most balanced, scalable, and sustainable approach for improving Council support capacity and effectiveness.

Following implementation of the Council Program Manager position, the City should continue evaluating Councilor support needs, workload demands, and organizational capacity to determine whether additional staffing resources may be necessary to support Council operations. For example, if legislative coordination and policy development continue to represent operational bottlenecks, the City should consider adding additional staff within the Office of Legislative and Policy Innovation.

ROLES AND RESPONSIBILITIES

2.	**Observation**	Roles and responsibilities between Councilors and City staff are not always clearly defined, resulting in confusion, inconsistent expectations, and uneven support.
	Recommendation	Establish and document a formal Council support framework that clearly defines the roles and responsibilities of Councilors and City staff and standardizes how work flows between them. This documentation will improve consistency, efficiency, and equity for Council support.

The City's current approach to Council support is characterized by significant role and responsibility confusion between Councilors and City staff, resulting in inconsistent practices, uneven support across districts, and inefficiencies across the City.

In general, core Councilor functions include fiscal governance, strategic direction and policy setting, legal authorities, and constituent representation.[1] While the City Code section 2.1 and Charter Article VI outline the powers and duties of the governing body (this includes City Council), and governing body procedural rules outline formal Council processes, they do not clearly define how Councilors are expected to carry out their legislative, oversight, administrative, and constituent-facing responsibilities in practice, nor how City staff should support those activities. Councilors reported uncertainty regarding which aspects of the role they are expected to perform directly versus those intended to be handled by City staff. This uncertainty is most evident in areas, such as constituent services, administrative coordination, and early-stage legislative development. Some Councilors view responding to constituent service requests, coordinating events, or drafting legislation as core responsibilities, while others believe these tasks should largely fall to staff. These differing interpretations have led to wide variation in Councilor workload, approaches to support, and expectations for staff responsiveness.

City staff similarly described confusion about the scope and limits of the support they are expected to provide to Councilors. Staff reported uncertainty about which requests fall within their role, when it is appropriate to redirect or decline requests, and how to prioritize Councilor work alongside core departmental responsibilities. In these situations, staff are often unclear how to respond, resulting in inconsistent practices, duplicated effort, and strained working relationships.

These role clarity challenges are further exacerbated by limited staff capacity. Departments that provide the majority of Council support reported that existing staffing levels are insufficient to meet current demands. Staff must balance Council support requests against core operational duties, which has led to backlogs, delayed responses, and variability in service levels. Without clear definitions of what constitutes "adequate" Council support, limited capacity amplifies frustration among both Councilors and staff and reinforces perceptions that districts across the City may not be served consistently.

[1] Cities 101 — Council Powers - National League of Cities

Peer Approaches

Many peers surveyed (60%) reported that defined Councilor roles and responsibilities are included in formal governance documents, including City Charters, Rules of Procedure for City Council, and supplemental Councilor handbooks or policy manuals. In many cities, Councilors' responsibilities are generally centered on policy direction, sponsorship of legislation, and constituent representation, while City staff are responsible for administrative coordination, legislative research and drafting, and process management.

- **Policy:** Many peers reported their Councilors spend a large amount of time on tracking and responding to legislative requests or issues. Some time is also spent on organizing and prioritizing policy ideas and drafting legislation or policy documents. Some peer Councilors reported they tend to spend less time on conducting research on policy matters.
- **Constituents:** Many peers reported Councilors spend a lot of time attending community events. Responding to general constituent inquiries or concerns is another activity that many Councilors spend weekly or daily time completing. Some peer reported Councilors spend less time on preparing materials for meetings with constituents and hosting community events. These activities are still important, but are generally not daily or weekly activities.
- **Administration:** Generally, peers reported Councilors spend less time, compared to other responsibilities, on administrative type activities including preparing communications, scheduling their own meetings, and planning or coordinating events. This is somewhat due to the volume of work in this category and also partially due to the additional support some peer Councilors receive from their support staff in this area.
- **Other Key Duties:** Attending briefings and meetings is an activity many peers reported is done daily or weekly as this is a significant part of a Councilors duties.

Peer respondents emphasized that this separation of roles enables more consistent workloads, clearer expectations, and more efficient use of staff capacity, particularly in cities with part-time Councils or increasing legislative complexity.

In contrast, the City lacks a consistently applied, operational framework that clearly defines how Councilors and staff share responsibility for core legislative, administrative, and constituent service activities. While high-level authority is established in the City Charter and governing body procedural rules, these documents do not translate roles into day-to-day working norms or clarify who is responsible for specific tasks.

The combination of unclear Councilor responsibilities, ambiguous staff roles, and constrained capacity creates a cycle in which Councilors modify their behavior, rely on personal interpretations and historical precedent to compensate for gaps in support. This could potentially lead to workarounds for managing requests, which further complicates expectations. Over time, this has contributed to inefficiencies, inconsistent support experiences, and ongoing tension around accountability and workload. These issues also limit the effectiveness of any staffing model, as additional resources alone will not resolve underlying confusion without clearer role definition and governance alignment.

Recommendation

The City should establish a formal Council support framework that clearly defines and differentiates the respective roles of Councilors and City staff; outlines how the two work together; and sets clear expectations for communication, prioritization, and accountability. This framework should serve as a practical guide for day-to-day operations, supplementing the City Charter and procedural rules by translating high-level authority into clearly articulated working norms. The Institute for Local Government reports creating a shared understanding of responsibilities and expectations can help optimize working relationships and set the Council up for success.

Councilors' core responsibilities should focus on policy, constituent relations, and administrative support, though additional responsibilities may be defined. In the current environment, these responsibilities include the following:

- **Policy:** Setting policy direction and prioritization, sponsoring policy initiatives, or preparing policy ideas for the Office of Legislation and Policy Innovation
- **Constituents:** Understanding constituent needs, meeting with and responding to inquiries timely, reaching out to Constituent Services at the City when City staff answers or clarifications are needed
    - Municipal Research & Services (MRSC) Mayor and Council member Handbook recommends bringing in staff for constituent complaints, particularly as Councilors lack the authority to take action in administrative matters
- **Administration:** Coordinating with City administrative staff on scheduling internal city needs, and scheduling any meetings not related to Councilor duties, such as campaign related activities
- **Other Key Duties:** Attending briefings, committee meetings, or Council meetings; approving the budget; and representing the community

City staff responsibilities, by contrast, should focus on enabling Councilors to perform these duties efficiently and effectively. Responsibility should be defined for each staff group. The City should develop clearer documentation that defines the specific roles for each group. The following is a starting point for these defined roles:

- **Council Program Manager:** Coordinates administrative and operational support functions, such as scheduling meetings, coordinating travel and training, preparing briefing materials, and supporting Council-led events. Supports constituent engagement efforts through inquiry triage, coordination of departmental follow-up, issue tracking, and communication support. Assists with legislative coordination activities, including tracking policy initiatives and coordinating with the Office of Legislation and Policy Innovation.
- **Office of Legislation and Policy Innovation:** Drafts and develops policies, including in-depth research that may crossover with other subject matter expert staff. Supports tracking of all resolutions and ordinances.
- **Constituent Services:** Coordinates constituent issues between Councilors, departments, and constituents, as needed. Supports coordinating citywide events.
- **Marketing and Communications:** Promotes City events through marketing and Citywide messages.

Equally important, the Council support framework should define how work flows between Councilors and staff. This includes establishing standardized request pathways, clear escalation protocols, and consistent prioritization criteria. Councilors should understand how to submit requests, what level of detail is needed, and what timelines to expect. Staff should have clear guidance on how to evaluate requests, balance competing priorities, and flag issues that require executive or Council-wide discussion. These processes should apply consistently across all districts to promote equity and transparency.

The framework should also establish boundaries to prevent role drift and reduce strain on staff. This includes reinforcing that Councilors cannot manage staff and may have limits in contacting staff directly, unless included in the responsibilities above. Clear boundaries help staff confidently manage requests, reduce workarounds, and protect time for core departmental responsibilities.

Finally, the Council support framework should be formally documented in Standard Operating Procedures and institutionalized. It should be incorporated into governing body administrative procedures, reinforced through structured onboarding for new Councilors, and supported through training for both Councilors and staff. As staffing models evolve, this framework will serve as the foundation for effective collaboration, consistent service delivery, and sustainable workload management.

By clearly defining who does what, how work moves through the organization, and how Councilors and staff partner to support effective governance, the City can reduce frustration, improve efficiency, and ensure that any investment in staffing yields lasting organizational benefits.

B. Other Considerations

Although this report is primarily focused on Council staffing structures and support models, our assessment found that legislative and committee processes are closely tied to Council workload, responsiveness, and perceptions of support capacity. Even where staffing levels are comparable to peer cities, inefficient or unclear legislative routing, duplicative committee review processes, and limited transparency around policy development can increase administrative burden for both Councilors and staff. The effectiveness of Council support is influenced not only by the number and assignment of staff, but also by how legislative requests and committee workflows are coordinated, prioritized, communicated, and advanced through the organization. For this reason, both the legislative research process and committee structure were examined as important operational factors affecting overall Council support and workload management.

LEGISLATIVE RESEARCH PROCESS

3.	**Observation**	The City's legislative research and drafting process is critical to effective governance. However, the process lacks transparency, clear prioritization criteria, and shared visibility, which has created frustration for Councilors and City staff.
	Recommendation	Formalize a legislative research and drafting process that establishes clear prioritization criteria, shared visibility across Councilors, and consistent communication on the status of legislative requests.

The Office of Legislation and Policy Innovation is responsible for developing legislation and conducting policy research. Demand for this support reportedly exceeds available capacity, and the process is widely described as opaque, duplicative, and structurally inefficient.

The City's assignment of responsibility for legislative drafting is consistent with peer cities. Peer survey responses indicate that responsibility for drafting legislation at comparable cities most commonly rests with centralized legislative or policy staff, rather than with individual Councilors. Of the cities surveyed, the majority (80%) reported that legislative policy staff or the City Attorney's Office are primarily responsible for drafting ordinances and resolutions. This approach reflects a governance model in which subject matter expertise, legal coordination, and drafting capacity are institutionalized within professional staff, rather than dispersed among elected officials. The City largely aligns with this prevailing model through its policy office, which manages most legislative drafting and serves as a central coordinating body for policy development and ordinance preparation.

PEER SURVEY RESPONSES

Peer	Council members	Legislative Policy Staff / City Attorney 's Office	Administrative Assistants	Assigned Department Staff
Austin	X	X		
Hartford		X		
Lansing		X		
Odessa			X	
Provo		X		
Reno		X		
Rio Rancho		X		X
Salem		X		
Topeka		X		

While the City's overall structure and staffing model is comparable to most peers, challenges appear to arise less from who is responsible for drafting legislation and more from how legislative work moves through the system.

Councilors submit legislative ideas independently, largely due to the political dynamics and concerns about open meeting requirements. Because they generally do not share priorities with one another, the policy office frequently receives similar or overlapping requests that must be treated separately. This results in duplicative research and drafting efforts. The office also maintains a substantial backlog of requests, some of which have been pending for several years.

Additionally, the policy office internally prioritizes requests from both Councilors and City staff based on external requirements, urgency, complexity, and capacity, but there is no formal prioritization framework, transparent process communicated to Council members, or information into the status of each request. As a result, Councilors report uncertainty and concerns about fairness, particularly when similar requests move at different speeds or when they are unable to access information about the broader pipeline of legislative work. Because the specificity and volume of Councilor requests vary widely, staff frequently shift priorities in response to changing demands and needs. Staff reported Councilors may not always understand what they want or need out of policy research from a short memo to long, in-depth white paper. These factors contribute to delays and reinforce perceptions of inconsistency.

These conditions place the policy office in a reactive posture, frequently shifting workload in response to urgent or politically driven requests. Staff report limited ability to engage in proactive policy development or support early scoping discussions that could improve efficiency and legislative quality.

Interviewees emphasized that structural changes, such as formalizing prioritization, improving transparency, and creating shared legislative planning mechanisms, would provide more meaningful improvements than staffing increases alone.

Recommendation

Regardless of the staffing model the City chooses, the City should retain legislative drafting and in-depth policy analysis as a centralized function of the Office of Legislation and Policy Innovation, consistent with peer practices that emphasize specialized expertise, legal coordination, and institutional consistency. To address current capacity constraints and process inefficiencies, the City should also update and formalize the broader legislative research and coordination process including the following:

- Improve visibility into the legislative pipeline across Councilors through shared tracking tools, dashboards, or periodic status reporting mechanisms. This will provide Councilors with general insight into what legislative matters are in process, current stages of review, and overall workload priorities that can improve transparency, support prioritization discussions, and reduce uncertainty regarding policy progress. For example, a centralized tracking system could include high-level information, such as the sponsoring Councilor, submission date, subject area, current status or stage of review, assigned staff lead, and anticipated next steps or timelines.
- Continue consistent intake through standardized legislative forms and prioritization criteria for legislative requests. The standardized form should feed into a clear prioritization model for both governing body members and City staff where those involved understand the process and how

prioritization decisions are made. Prioritization criteria may include legislative or external requirements, City operational updates, constituent need, Council sponsorship, legal deadlines, and alignment with Council priorities/objectives. This prioritization can be a part of Council meetings or Councilors may initiate study sessions to review legislative priorities together.

- Define roles for early coordination to reduce duplicative or overlapping work (see Roles and Responsibilities).

Under a shared dedicated support model, the Council support position(s) should assist with defined coordination and process-management functions that work in coordination with the work of the Office of Legislation and Policy Innovation. This may include supporting Councilors with consistently using standardized legislative request forms; ensuring required background information and sponsorship details are complete at intake; tracking the status of requests; and facilitating clear, timely communication between Councilors and the policy team regarding scope, prioritization, and timelines. By serving as a neutral coordination point, shared support staff can help translate Council policy direction into well-defined requests, reduce rework, and improve mutual understanding of workload and constraints. Together, these changes would strengthen the legislative process by preserving professional drafting expertise while improving efficiency, transparency, and alignment between Councilor priorities and staff capacity.

COMMITTEE PROCESS

4.	**Observation**	The current committee process requires legislation to move through multiple sequential reviews, contributing to redundant discussions, longer timelines, and increased workload for both Councilors and staff.
	Recommendation	Evaluate the committee review process to identify opportunities to streamline legislative workflows, reduce redundancy, and improve efficiency for Councilors and staff.

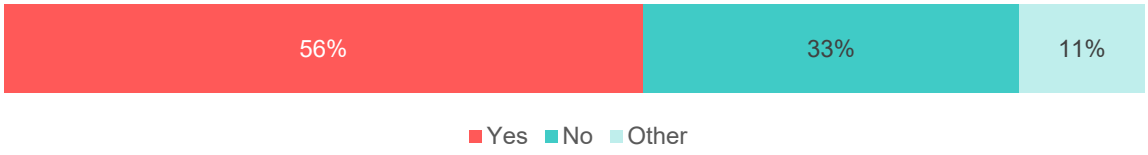
The City's legislative process requires proposed legislation to advance through multiple Council committees before reaching the full governing body. Interviewees noted that legislation is typically routed through at least two committees, and often three, before final consideration. As a result, Councilors review the same legislation multiple times across different committees, creating significant redundancy and increasing the overall workload. Several Councilors indicated these dynamics contribute to a reported need for additional administrative or legislative support to manage routine responsibilities.

Interviewees also identified opportunities to modernize and streamline the process. Suggested approaches include reducing the number of standing committees, consolidating overlapping review responsibilities, or replacing some committee reviews with periodic work sessions that allow Councilors to discuss legislative concepts collectively before formal introduction. These changes could simplify legislative routing, reduce repetitive review, increase transparency in early policy development, and alleviate workload pressures that currently contribute to demand for additional staffing.

Peer Approaches

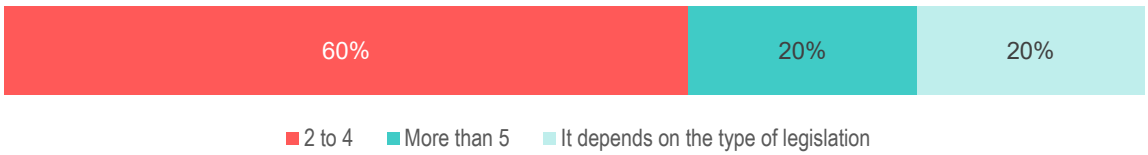
The City's use of committees is very similar to about half of peers surveyed that require multiple committee reviews before legislation appears before the full Council. Of those, 60% of peer respondents commonly use between two and four committee reviews before legislation reaches the full Council though the types of committees and level of reviews were not distinguished.

Does your city require multiple committee reviews before legislation appears before the full Council?



**Other response: "We have other processes in place that allow for legislation to appear without Committee review or staff review."*

How many committee reviews are commonly needed before legislation reaches the full Council?



Best Practice

According to the National League of Cities, committees are intended to provide groups of Councilors the opportunity to thoroughly consider particular items of business and recommend action on those items to the full Council. Ideally, this system reduces the amount of work that each Councilor performs and reduces the length or frequency of full Council meetings.[2]

Although formal standards do not specify a set number of committee reviews, widely recognized local government best practices emphasize streamlined decision-making processes, clear committee roles, and minimizing redundant deliberation. Structures that require repeated review across multiple bodies can undermine efficiency and increase workload without adding commensurate value. For example, the Municipal Research and Services Center (MRSC) warns that while committees can facilitate the decision-making process, they can also consume unwarranted amounts of time and effort if not properly managed.[3] MRSC recommends the following best practices on the use of committees and subcommittees:

[2] Cities 101 — Council Powers - National League of Cities

[3] Mayor and Council member Handbook, MRSC

1. Clearly define the mission before creating a subcommittee
2. Set deadlines for reports
3. Monitor assignments to check on progress
4. Establish expiration provisions and enforce them
5. Rotate membership periodically
6. Keep nonmembers informed of meetings and actions
7. Monitor the amount of staff effort required
8. Review the list of subcommittees annually and delete those that are no longer necessary
9. Consider whether the subcommittee is subject to the Open Meetings Act

Overall, these considerations point to the need for a committee structure that is clearly defined and used selectively, so it supports the Council's work without adding unnecessary complexity or workload.

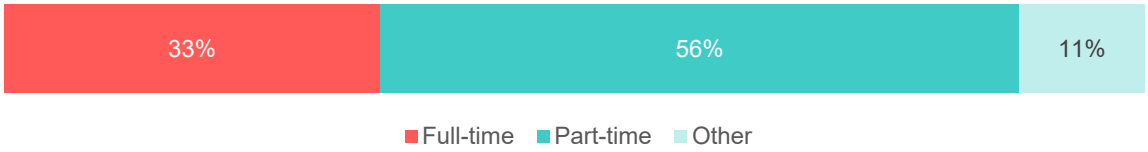
Recommendation

The City should consider conducting a future review of its committee structure and legislative routing process to assess whether the current approach appropriately balances oversight, transparency, and Council workload. As part of this evaluation, the City could explore opportunities to streamline processes and roles or evaluate redundant reviews and opportunities for improved coordination. The purpose of an evaluation is not to reduce legislative oversight, but rather to ensure that committee processes are used selectively and efficiently in a manner that supports effective governance without creating unnecessary administrative burden for Councilors and staff.

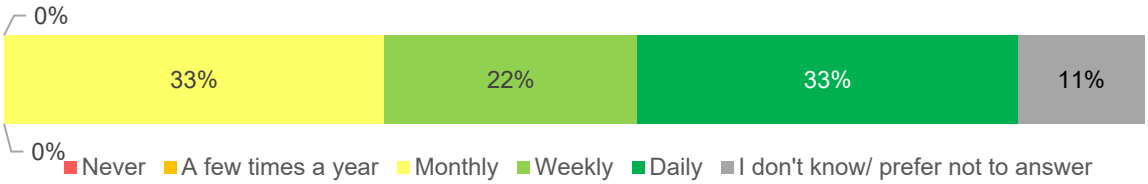
VI. Appendix B: Survey Results

We distributed an online survey to 19 peer cities on February 23, 2026, and collected data through March 13, 2026. Out of the peers invited to take the survey, nine cities submitted responses, a participation rate of 47%. We also interviewed the City of Denver, but they did not respond to the survey.

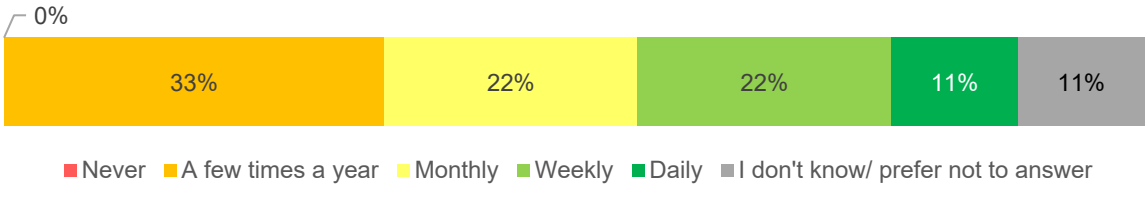
Are the council members at your city full-time or part-time?



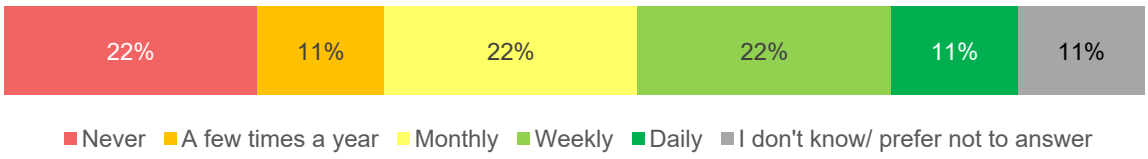
How often do the council members at your city perform the following activities?
Tracking and/or responding to constituent requests or issues related to legislative-related activities



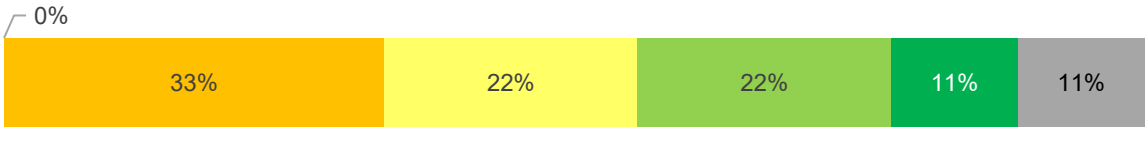
How often do the council members at your city perform the following activities?
Organizing and prioritizing policy ideas



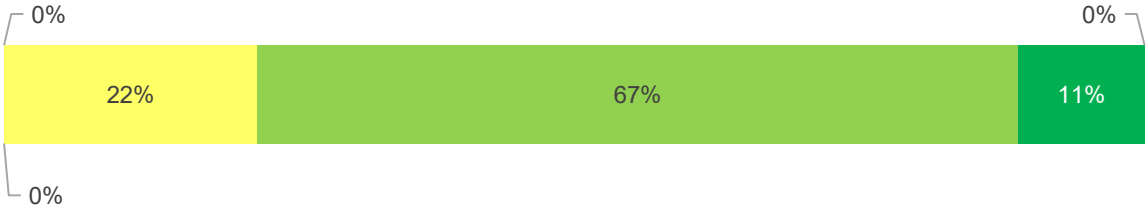
How often do the council members at your city perform the following activities?
Conducting research on policy matters



How often do the council members at your city perform the following activities?
Drafting legislation or policy documents

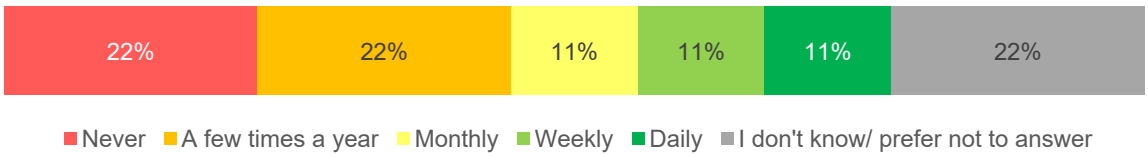


How often do the council members at your city perform the following activities?
Attending briefings, committee meetings, or council meetings

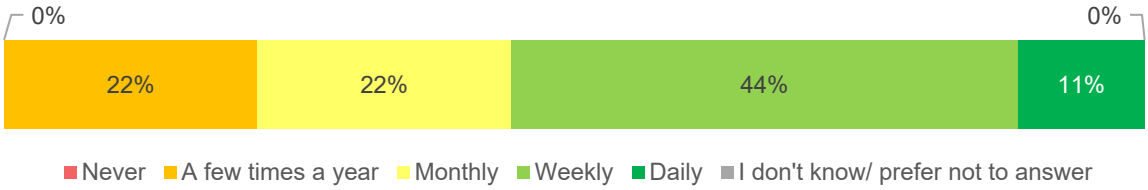


How often do the council members at your city perform the following activities?
Responding to general constituent inquiries or concerns

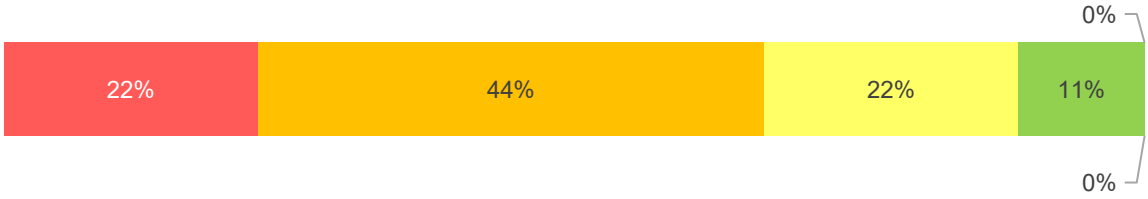
How often do the council members at your city perform the following activities?
Preparing materials for meetings with constituents



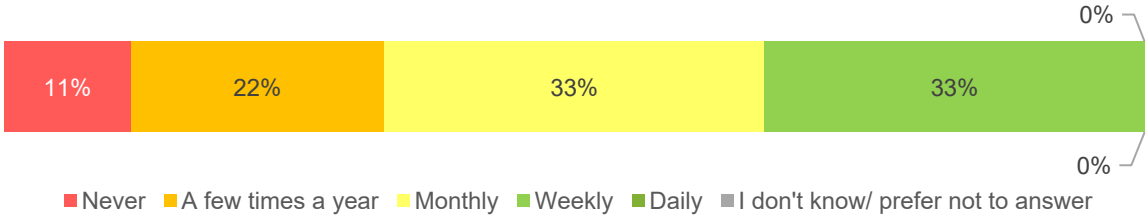
How often do the council members at your city perform the following activities?
Attending community meetings or events



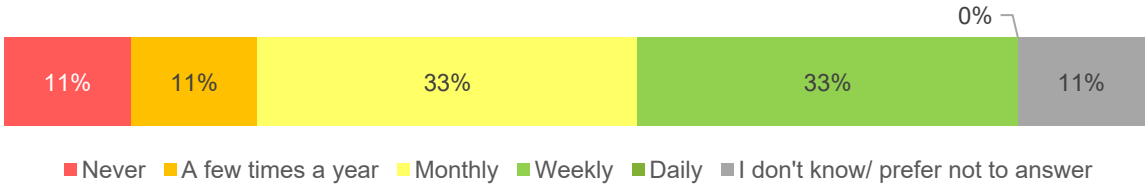
How often do the council members at your city perform the following activities?
Hosting community events, such as town halls



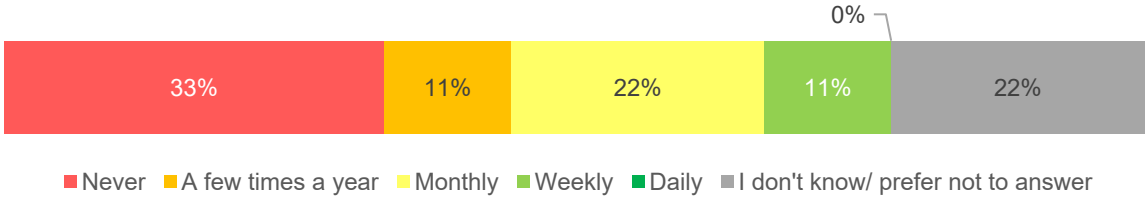
How often do the council members at your city perform the following activities?
Preparing or sending email newsletters, social media posts, or other large-scale digital communications



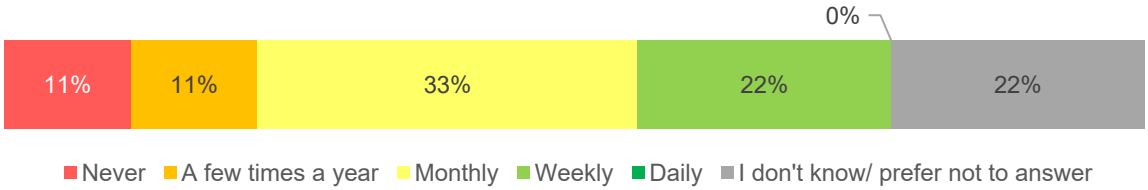
How often do the council members at your city perform the following activities? Scheduling their own meetings and appointments related to their role as a council member



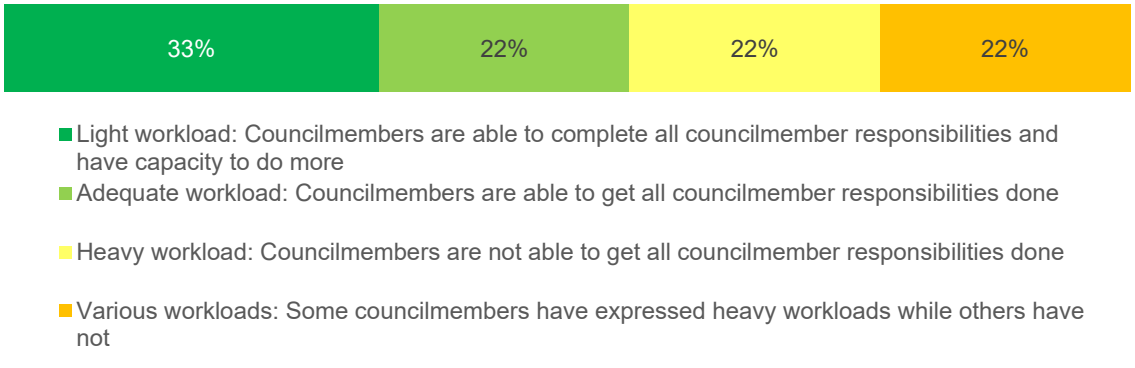
How often do the council members at your city perform the following activities? Planning or coordinating events



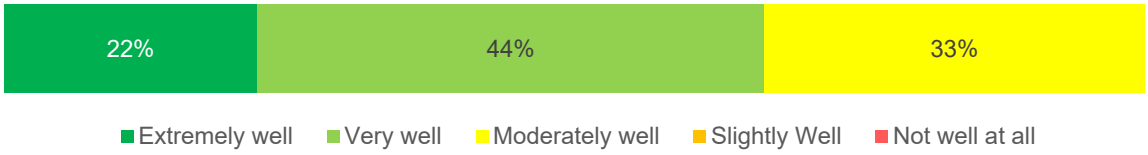
How often do the council members at your city perform the following activities? Managing logistical correspondence or communications with other council members and the City



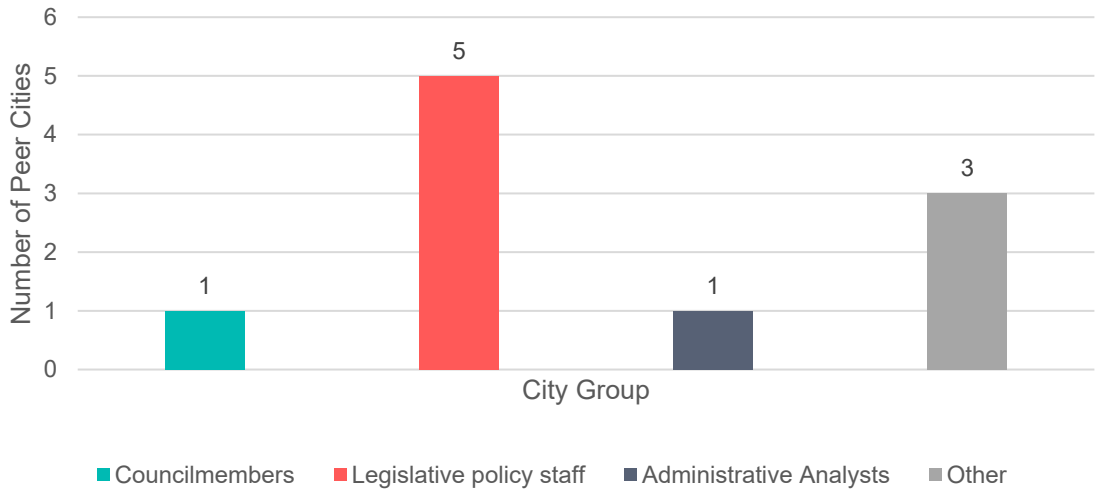
Rate the level of perceived council member workload concerns:



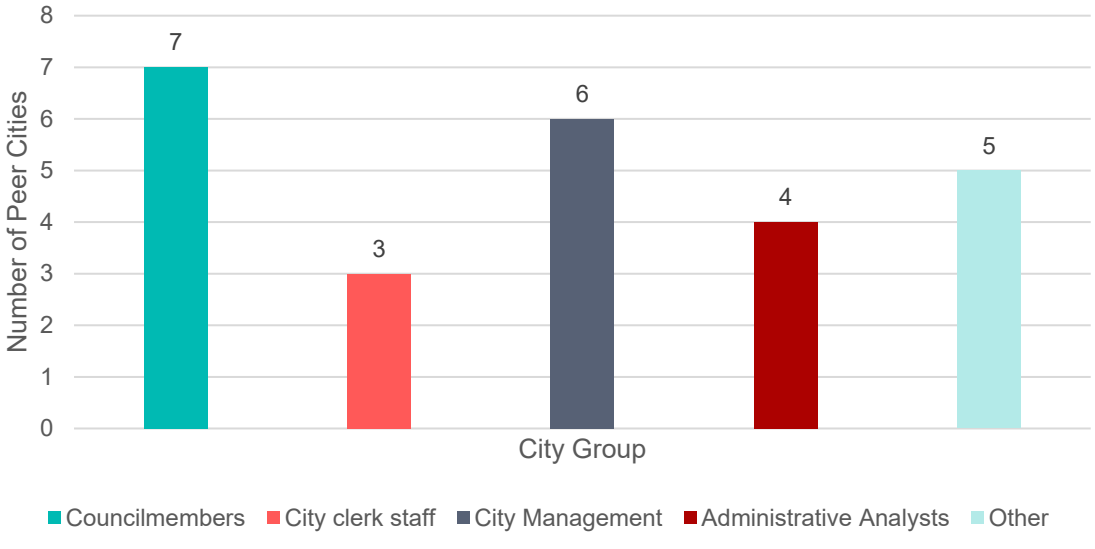
In your opinion, how well does the current staffing structure support council members at your city?



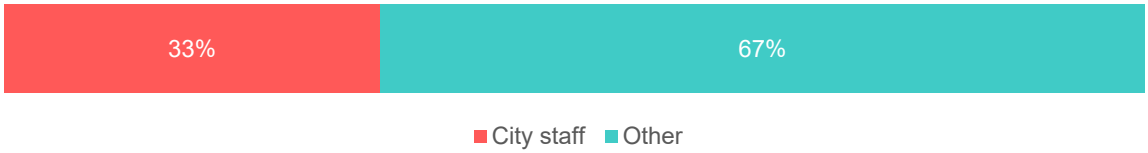
Who typically drafts legislation at your city?



Who typically responds to constituent messages at your city?

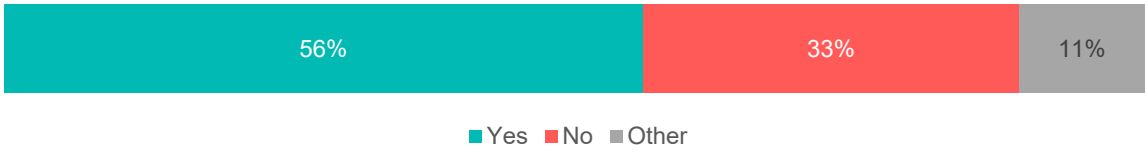


Who is primarily responsible for prioritizing legislative research requests from Council members?



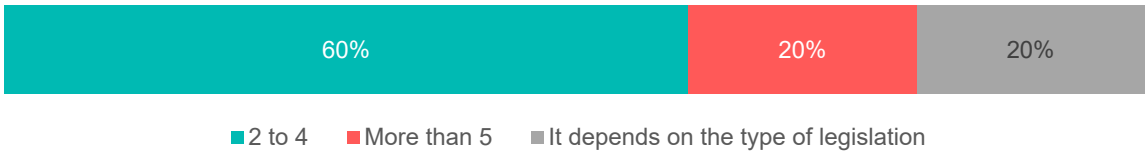
Other responses: City Manager's Office, Corporation Counsel, Council's Legislative Analyst, City Manager Staff, Council Relations Liaison, City Manager

Does your city require multiple committee reviews prior to legislative appearing before the full Council?



Note: The type of committee was not distinguished in this question.

How many committee reviews are commonly needed before legislation reaches the full Council?



What changes or improvements, if any, would you make to your city's approach to providing Council staff support?

Many peer cities identified a need for greater capacity, stronger coordination, and clearer role definition in their Council staff support models. Common suggested improvements included adding or restoring Council support positions, along with more centralized intake, tracking, and prioritization of council member requests. Respondents also noted challenges related to shared staffing models, such as confidentiality, workload balancing, and inconsistent direction, and emphasized the value of clearer procedures and governance structures. While some cities reported their current approach works well, most comments reflected growing workload pressures and an interest in more intentional, scalable Council support systems.

VII. Appendix C: Peer Benchmarking Data

Peer benchmarking, as a component of the peer survey, was conducted to compare the City's Council structure and support environment with similarly situated cities who participated in the survey. The following table presents key governance, staffing, and budget characteristics of the peer cities used in this analysis.

A. Background Information

Entity	State	Budget Expenditures FY 2026	City Population (2023)	Number of FTEs	# of Council Members	# Council Support Staff	Ratio of Councilor to Support Staff	Council Type	Mayor Distinction	City/County Leadership
Santa Fe	NM	$480,589,392	88,224	~1400	8	0	0	District/ wards	Full time Mayor	City Manager, Strong mayor
Austin	TX	$6,344,246,000	967,862	16,799	10	6	1.67:1	District/ wards	Full time Mayor	City Manager
Boulder	CO	$623,055,019	106,274	1,548	8	1	8:1	At Large	Part time Mayor	City Manager
Hartford	CT	$626,320,988	119,970	1,518	7	8	0.875:1	At Large	Full time Mayor	Strong Mayor
Lansing	MI	$307,364,767	112,546	971	8	3	2.67:1	4 At-Large, 4 Wards	Full time Mayor	Strong Mayor
Odessa	TX	$309,370,610	114,080	1,137	6	4	1.5:1	1 At-Large, 5 District	Part time Mayor	City Manager
Provo	UT	$319,675,508	114,303	958	7	7	1:1	2 At-Large, 5 District/ wards	Full time Mayor	City Administrator
Reno	NV	$770,040,404	268,959	1,539	6	5	1.2:1	District/ wards	Full time Mayor	City Manager
Rio Rancho	NM	$254,582,129	106,533	791	6	0	0	District/ wards	Full time Mayor	City Manager
Salem	OR	$785,062,410	176,666	1,419	9	1.5	6:1	District/ wards	Part time (volunteer) Mayor	City Manager
Topeka	KS	$416,251,580	126,103	1,174	9	2	5:1	District/ wards	Full time Mayor	City Manager

B. Survey Results

COUNCILOR ACTIVITIES, SCOPE, AND WORKLOAD

Interview Question	Austin, TX	Reno, UT	Provo, UT	Lansing, MI	Salem, OR	Hartford, CT	Odessa, TX	Rio Rancho, NM	Topeka, KS
Are the Council members at your city full-time or part-time?	Full-time	Full-time	Part-time	Part-time	Part-time	Part-time	Not reported	Part-time	Full-time
How often do the Council members at your city perform the following activities?									
• Tracking and/or responding to constituent requests or issues related to legislative-related activities	I don't know / prefer not to answer	Weekly	Daily	Daily	Weekly	Monthly	Monthly	Monthly	Daily

Interview Question	Austin, TX	Reno, UT	Provo, UT	Lansing, MI	Salem, OR	Hartford, CT	Odessa, TX	Rio Rancho, NM	Topeka, KS
• Organizing and prioritizing policy ideas	Daily	Monthly	Weekly	I don't know / prefer not to say	A few times a year	A few times a year	Monthly	A few times a year	Weekly
• Conducting research on policy matters	Daily	Monthly	Weekly	I don't know / prefer not to say	Never	Never	Monthly	A few times a year	Weekly
• Drafting legislation or policy documents	Weekly	Never	Weekly	I don't know / prefer not to say	Never	Monthly	A few times a year	Never	Weekly
• Attending briefings, committee meetings, or Council meetings	Weekly	Weekly	Daily	Weekly	Daily	Weekly	Monthly	Monthly	Weekly
• Responding to general constituent inquiries or concerns	I don't know / prefer not to answer	Monthly	Daily	I don't know / prefer not to say	Daily	A few times a year	Weekly	Weekly	Weekly
• Preparing materials for meetings with constituents	I don't know / prefer not to answer	A few times a year	Daily	Monthly	A few times a year	Never	Never	I don't know / prefer not to say	Weekly
• Attending community meetings or events	Weekly	Monthly	Weekly	Weekly	Daily	A few times a year	A few times a year	Monthly	Weekly
• Hosting community events, such as town halls	Monthly	Never	A few times a year	Monthly	A few times a year	Never	A few times a year	A few times a year	Weekly
• Preparing or sending email newsletters, social media posts, or other large-scale digital communications	Monthly	A few times a year	Weekly	Monthly	Weekly	Never	Monthly	A few times a year	Weekly
• Scheduling their own meetings and appointments related to their role as a council member	I don't know / prefer not to answer	Never	Weekly	Weekly	A few times a year	Monthly	Monthly	Monthly	Weekly
• Planning or coordinating events	I don't know / prefer not to answer	Monthly	Monthly	I don't know / prefer not to say	Never	A few times a year	Monthly	Never	Weekly
• Managing logistical correspondence or communications with other council members and the City	I don't know / prefer not to answer	Monthly	Weekly	I don't know / prefer not to say	Never	Weekly	Monthly	A few times a year	Monthly
• Other activities (please specify)	I don't know / prefer not to answer	Media events (monthly) Allocation of discretionary funds (A few times a year)	None reported	Some members are more active with all of the above in general. Members in leadership would do more organizing and prioritizing than a rank-and-file member.	None reported	None reported	None reported	None reported	Non reported

Interview Question	Austin, TX	Reno, UT	Provo, UT	Lansing, MI	Salem, OR	Hartford, CT	Odessa, TX	Rio Rancho, NM	Topeka, KS
If the duties and responsibilities of your city Councilors are documented anywhere, please describe the nature of that documentation here:	This is outlined in the Rules of Procedures for City Council published on our website.	Council members receive onboarding during their first month of their appointment. In addition, City policies are documented on an intranet and Council rules are adopted by resolution.	Not reported	City Charter, and in state law (home rule cities act)	City Council Rules	Not reported	City Charter	Not reported	Each council member documents their own duties
Rate the level of perceived council member workload concerns (light, adequate, heavy, or various):	Various workloads: Some council members have expressed heavy workloads while others have not	Various workloads: Some council members have expressed heavy workloads while others have not	Adequate workload: Council members are able to get all council member responsibilities done	Light workload: Council members are able to complete all council member responsibilities and have capacity to do more	Heavy workload: Council members are not able to get all council member responsibilities done	Light workload: Council members are able to complete all council member responsibilities and have capacity to do more	Light workload: Council members are able to complete all council member responsibilities and have capacity to do more	Adequate workload: Council members are able to get all council member responsibilities done	Heavy workload: Council members are not able to get all council member responsibilities done

APPROACH TO COUNCIL SUPPORT FUNCTIONS

Interview Question	Austin, TX	Reno, UT	Provo, UT	Lansing, MI	Salem, OR	Hartford, CT	Odessa, TX	Rio Rancho, NM	Topeka, KS
How many individual or shared dedicated Council staff support positions does your city have?	6	5	7	3	1.5	8	4	0	2
What are the official titles/roles and high-level responsibilities of the staff members assigned to support council members?	• Chief of Staff • Policy Analyst • Legislative Analyst • Communications • Clerical/ Administrative	• Council Operations Liaison (3) • Administrative Assistant to the Mayor and Council (1) • Mayoral Relations Administrator (1)	• Council Executive Director • Analysts • Executive Office Assistant	• Legislative office manager • Administrative assistant • Legislative analyst (added last year)	• Mayor and Council Support (1) • Constituent and Government Affairs Manager (0.5)	Not reported	• City Secretary's Office • City Manager's Office • City Attorney's Office	None	Senior Executive Assistants
How is work allocated and prioritized among staff members who support more than one council member (e.g., staff members determine what to work on, council members collectively decide, there are tracking mechanisms, staff figure it out as they go)?	Not reported	Not reported	Staff figure it out as they go	In general, the staff takes their guidance from the Council President when it comes to prioritization.	The City Manager's office staff meet once a week and we collectively determine what to work on.	Not reported	As needed or required	N/A	Staff takes into account the workload of each assist and they communicate duties. There is 1 email that is primarily used for staff, website etc. that goes to both staff members so there is cross knowledge of all communications. There are a few council members that desire to work primarily with one assistant.

Interview Question	Austin, TX	Reno, UT	Provo, UT	Lansing, MI	Salem, OR	Hartford, CT	Odessa, TX	Rio Rancho, NM	Topeka, KS
Where are these positions structured in your city (e.g., under Council, City Management/Administration, City Clerk, various offices, other)?	Not reported	Under City Manager	Under Council	They are non union, city employees employed by the Council	City Manager's Office	Not reported	Council appointees offices	N/A	City Manager signs off on timecards and the Deputy Mayor oversees office assistants
[No Dedicated Support Only] What are the titles/functions/reporting lines of the staff who aid council members in specific ways or specific functions?	City Manager, Deputy City Manager, City Attorney, City Clerk, and City Department Directors.								
[No Dedicated Support Only] How do council members currently receive support for their duties (e.g., council members directly ask staff, requests flow through one central person or department, request log, etc.)?	A majority of the time, Council members seek support via the City Manager who addresses or delegates to other staff. On occasion, Council members directly ask specific Department Directors for support in responding to constituent inquiries.								
In your opinion, how well does the current staffing structure support council members at your city?	Moderately well	Very well	Very well	Very well	Very well	Extremely well	Extremely well	Moderately well	Very well
What changes or improvements, if any, would you make to your city's approach to providing Council staff support?	City Council utilizing their staff for the roles they are designed to perform, such as clerical or administrative as opposed to relying on Management to support that role.	Prior to financial shortfalls, there were 3 Council liaisons. One position has been unfilled/frozen for 2 fiscal years and one position is currently being held open for a staff member that is on military leave. Ideally, this position would be unfrozen and the staff member on military leave would return leaving a ratio of 2 Council members per liaison with one dedicated position to support mayoral needs.	Council Office is not encumbered by budget situations/balancing, like the rest of operations.	None come to mind. Council is very well looked after by staff and has all necessary and adequate resources to perform their duties.	We recently added a Constituent and Council Support position to increase the support for Council members.	Less staff	Council memos need improvement	Based on input received, existing processes and procedures are meeting needs; however, input on changes and/or improvements is difficult to obtain from Council members. On occasion, and randomly, some Council members do not follow existing processes and procedures or historic practice.	It is difficult to have a yearly change with Deputy Mayor as a "supervisor" and especially when that role is not in the office/building. The approach and structure varies depending on their mgt experience.

APPROACH TO LEGISLATIVE PROCESSES AND USE OF COMMITTEES

Interview Question	Austin, TX	Reno, UT	Provo, UT	Lansing, MI	Salem, OR	Hartford, CT	Odessa, TX	Rio Rancho, NM	Topeka, KS
Who typically drafts legislation at your city?	• Council members • Legislative policy staff	Legislative policy staff	Legislative policy staff	Office of the City Attorney	Legislative policy staff	Mayor sets policy agenda, ordinances/ resolutions drafted by city attorneys	Administrative assistant	• Assigned Department staff • City Attorney's Office • Deputy City Manager	Legislative policy staff
Who typically responds to constituent messages at your city?	• Council members • Administrative assistants • Council and management staff	Council Relations liaison	• Council members • City management	• Council members • City management • Depends on who the constituent contacts	• Council members • City management • Constituent and Government Affairs Manager	Mayor's Office	• Councilmembers • City Clerk staff • City management	• Council members • City Clerk staff • City management • Administrative assistants • Department Directors and their assigned staff	• Council members • City Clerk staff • City management • Administrative assistants
Who is primarily responsible for prioritizing legislative research requests from Councilors?	City Manager's Office	Council relations liaison	City staff	Council's Legislative Analyst	Constituent and Government Affairs Manager	Corporation Counsel	City Manager staff	City Manager	City Staff
Does your city require multiple committee reviews before legislation appears before the full Council?	We have other processes in place that allow for legislation to appear without Committee review or staff review.	Yes	Yes	Yes	Yes	No	No	No	Yes
How many committee reviews are commonly needed before legislation reaches the full Council?	N/A	More than 5	2-4	2-4	2-4	N/A	N/A	N/A	It depends on the type of legislation

CLOSING

Interview Question	Austin, TX	Reno, UT	Provo, UT	Lansing, MI	Salem, OR	Hartford, CT	Odessa, TX	Rio Rancho, NM	Topeka, KS
Please provide any additional comments or insights regarding staff support for council members in your city.	Our City Council has 11 members, including the Mayor and each of them have at minimum 6 dedicated and funded positions that are not Civil Service covered positions like other City employees.	None	None	None	Through the City Manager's audit, we identified that having a centralized system with one person coordinating responses to constituent requests is much more effective than how we are currently operating. We recently made these changes and processes seem to be more efficient.	We have a weak Council/strong mayor system -- Council is part-time and meets twice a month, with respective committee meetings in between.	None	Rio Rancho has a true Council-manager form of government. While the Mayor is full-time, the position has no unilateral, final authority related to personnel, policy, operations, or budgetary matters. Furthermore, neither the Mayor or Council Members have any dedicated or direct report staff beyond the City Manager. The Mayor is a member of the Governing Body (Mayor and Council Members) and only votes if there is a tie or member absence.	Confidentiality can be difficult with 9 council members since there is a lot of cross help between the two assistants. It is very difficult for the two assistants to get direction every year from different Deputy Mayors-even on the small items like asking off for time and how the Deputy wants it done. Each Deputy is going to have a different perspective on duties needed and supported but in the end it reflects on the entire 9 council members.

bakertilly

City of Santa Fe
Council Staffing Assessment

June 10, 2026

Agenda

- Project Scope & Methodology
- Commendations
- Council Support Models
- Council Support Recommendations
- Other Considerations
- Questions

Project Scope

The City of Santa Fe engaged Baker Tilly to conduct a Council staffing study to assess Councilors' support needs, evaluate current staffing structures, and identify potential staffing models.

Methodology

This study was conducted between October 2025 and May 2026 and consisted of four major phases (project planning, fact finding, analysis, and reporting). Fact finding and analysis was informed by:

- **Interviews**: We conducted interviews with seven Councilors, the Mayor, and ten members of City management and staff.
- **Document Review**: We gathered relevant documentation for review, including organizational charts, budgets, and governance procedural documents.
- **Industry Best Practice**: We conducted research into industry best practices for related topics such as council staffing support models.
- **Peer Benchmarking**: We conducted benchmarking with ten cities to assess how Santa Fe's council structure and needs compare to similarly situated jurisdictions.
    - Austin, TX
    - Boulder, CO
    - Hartford, CT
    - Lansing, MI
    - Odessa, TA
    - Provo, UT
    - Reno, NV
    - Rio Rancho, NM
    - Salem, OR
    - Topeka, KA

Commendations

We'd like to extend our gratitude to city leadership and staff for their active engagement and valuable participation throughout this assessment. The success of this work are supported by several commendations, including:

- **Councilor and Staff Commitment to Constituents**
- **Staff Commitment to Supporting Councilors**

The contributions of staff have formed a strong foundation from which the City can continue improving governance and operations.

Council Support Models

Council Support Models

Model A
One-to-One Support

1+ dedicated staff assigned to each Councilor

Advantages
- High responsiveness
- Strong district familiarity
- Personalized support

Considerations
- Higher staffing/FTE needs
- Less resource flexibility

Model B
Shared & Centralized Support

Shared/centralized staff team supporting multiple Councilors

Advantages
- Collaborative approach
- Flexible staffing resources
- Consistent service delivery

Considerations
- Less individualized support
- Requires coordination across Councilors

Model C
Decentralized Support

Various department staff provide support as needed

Advantages
- Efficient use of resources
- Integrated with operations

Considerations
- Limited dedicated capacity
- Reduced responsiveness to Councilor priorities

Council Support Recommendations

Santa Fe's Current Model: Model C (Decentralized Support)

City staff support Councilors as needed across the following areas:

City Staff	FTE	Level of Support	Type of Support
Constituent Services Manager and Specialists	4 FTE	Medium	Respond to constituent complaints and coordinate events
Marketing and Communications Manager	1 FTE	Low	Market events and send out certain communications for Councilors
Mayor and City Manager Executive Assistants	2 FTE	Low	Provide ad hoc onboarding, travel, scheduling, and purchasing support
Legislation and Policy Innovation Manager and staff	3 FTE	High	Research policy issues and develop resolutions and legislation

Issues with Current Model

Limited Councilor Capacity

- Councilors report insufficient time to manage workloads--including legislative, constituent, and administrative responsibilities.
- Commonly reported support needs include additional legislative research and planning, constituent communications, meeting preparation, scheduling, and event coordination.

Limited Staff Capacity

- Staff supporting Councilors balance their requests with other departmental responsibilities.
- Existing resources are often sufficient to address priority requests, but not the full volume of support needs.

Role Ambiguity in Staff Support

- There is a lack of shared understanding regarding appropriate levels of Councilor support.
- The individual staff members authority to prioritize or decline requests is unclear.
- Direct requests from Councilors to staff members outside established processes can create confusion and inconsistent service levels.

Peer Approaches

	Model A: One-on-One Support	Model B: Shared & Centralized Support	Model C: Decentralized Support
# of Peer Cities Using the Model	2	4	4
Strengths	High responsiveness	Higher collaboration and consistency, lower redundancy	Increased specialized expertise
Challenges	High staff cost Lack of coordination	Managing Councilors competing priorities	Managing Councilors competing priorities Coordinating with various stakeholders
Best Fit	Large cities with significant resources or full-time Councilors with high workloads	Cities with some resource capacity for centralized staff	Cities with limited resources

Council Support Recommendations

Recommendation

Retain the current Council support structure while adding a centralized Council Program Manager within the City Manager's Office to improve coordination, consistency, workload management, and administrative support across Council operations.

Core responsibilities of the Council Program Manager position would include:

- Coordinating administrative and operational support functions

  Ex: scheduling meetings, coordinating travel and training, preparing briefing materials, and supporting Council-led events

- Supporting constituent engagement efforts

  Ex: inquiry triage, coordination of departmental follow-up, issue tracking, and communication support

- Assisting with legislative coordination activities

  Ex: tracking policy initiatives and coordinating with the Office of Legislation and Policy Innovation.

Roles and Responsibilities Recommendation

Observation

Roles and responsibilities between Councilors and City staff are not always clearly defined, resulting in confusion, inconsistent expectations, and uneven support.

Recommendation

Establish and document a formal Council support framework that clearly defines the roles and responsibilities of Councilors and City staff and standardizes how work flows between them. This documentation will improve consistency, efficiency, and equity for Council support.

Other Considerations

Other Considerations

Although this assessment is primarily focused on Council staffing structures and support models, legislative and committee processes are closely tied to Council workload, responsiveness, and perceptions of support capacity.

Topic	Observation	Recommendation
Legislative Research Process	The City's legislative research and drafting process is critical to effective governance. However, the process lacks transparency, clear prioritization criteria, and shared visibility which has created frustration for Councilors.	Formalize a legislative research and drafting process that establishes clear prioritization criteria, encourages shared visibility across Councilors, and promotes consistent communication on the status of legislative requests. The Council Program Manager could support these efforts.
Committee Review Process	Inefficiencies in legislative routing, committee review, and policy coordination can increase administrative burden and affect the overall effectiveness of Council support.	Evaluate the committee review process to identify opportunities to streamline legislative workflows, reduce redundancy, and improve efficiency for Councilors and staff.

Questions?

The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International s agent and do not have the authority to bind Baker Tilly International or act on Baker Tilly International s behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP nor any of the other member firms of Baker Tilly International has any liability for each other s acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

bakertilly

Agenda

Regular Meeting of the Governing Body
May 14, 2026 at 10:00 AM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body 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.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link:https://santafenm.gov/city-clerk-1/meetings-minutes-and-agendas/governing-body-public-comment

If relevant technology is available and functioning for City use, the following options may be available:
Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/84566758349

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: 819 0647 0889. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order
2. Pledge of Allegiance
   a. Councilor Bustamante
3. Salute to the New Mexico Flag

a. Councilor Cassutt

4. Invocation and Rememberances

   a. Councilor Faulkner

5. Roll Call

6. Approval of Agenda

7. Fiscal Year 2027 Operating Budget Hearings

8. Matters from the Governing Body and Possible Action

   a. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia)
   A Resolution Adopting the City of Santa Fe's Fiscal Year 2026/2027 Operating Budget for the City of Santa Fe. (Andy Hopkins, Budget officer; ajhopkins@santafenm.gov)

   Committee Review:
   Governing Body (Introduced): 05/13/2026
   Special Governing Body (Budget Hearing): 05/14/2026
   Special Governing Body (Budget Hearing): 05/15/2026
   Finance Committee: 05/26/2026
   Governing Body: 05/27/2026

9. Adjourn

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

SUMMARY OF ACTION
SPECIAL MEETING OF THE GOVERNING BODY
THURSDAY, MAY 14, 2026, 10:00 AM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 10:08 am**	**2**
2.	**Pledge of Allegiance**	**Councilor Bustamante**	**2**
3.	**Salute to the NM Flag**	**Councilor Cassutt**	**2**
4.	**Invocation and Remembrances**	**Councilor Faulkner**	**2**
5.	**Roll Call**	**Quorum**	**2-3**
6.	**Approval of Agenda**	**Approved**	**3**
7.	**Fiscal Year 2027 Operating Budget Hearings**	**Heard**	**3-4**
22.	**Adjourn**	**Adjourned at 4:56 pm**	**5**

SPECIAL MEETING OF THE GOVERNING BODY
THURSDAY, MAY 14, 2026, 10:00 AM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The meeting of the Governing Body was called to order by Mayor Garcia, at 10:08 am, on Thursday, May 14, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

A. COUNCILOR BUSTAMANTE

Recited.

3. SALUTE TO THE NEW MEXICO FLAG

A. COUNCILOR CASSUTT

Recited.

4. INVOCATION AND REMEMBRANCES

A. COUNCILOR FAULKNER

Given.

5. ROLL CALL

MEMBERS PRESENT
Councilor Jamie Cassutt
Councilor Alma Castro
Councilor Amanda Chavez (arrived at 11:55 am and left at 2:00 pm)
Councilor Lee Garcia (arrived at 3:38 pm)
Councilor Pilar Faulkner
Councilor Patricia Feghali
Councilor Elizabeth Barrett
Councilor Paul Bustamante
Mayor Michael Garcia

MEMBERS ABSENT

OTHERS PRESENT
Brian Moya, Interim City Manager
Andrea Phillips, Deputy City Manager
Geralyn Cardenas, City Clerk
Andy Hopkins, Budget Officer
Anita Medina, Finance Contractor
Christina Martinez, Senior Budget Analyst
Chris Parker, Principal Budget Analyst
Erminia Tapia, Business Operations Manager

6. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Bustamante, to approve the agenda as presented.

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

Councilor Barrett, yes; Councilor Bustamante, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Faulkner, yes and Councilor Feghali, yes.

7. FISCAL YEAR 2027 OPERATING BUDGET HEARINGS

A. Tourism Santa Fe Department

Presented.

B. Information Technology and Telecommunications Department

Presented.

C. Public Utilities Department (Environmental Services, Keep Santa Fe Beautiful, Water Wastewater, Utility Billing Division/Admin.)

Presented.

D. Community Services Department (Youth and Family Services, Senior Services, Recreation and Libraries)

Presented.
BREAK (15 Minutes

E. Public Safety
- Emergency Management Department
- Fire Department

- Polic Department

Presented.

F. Public Works Department (Parks, Streets, Parking, Facilities, Transit, Metropolitan Planning Organization)

Presented.

G. Regional Airport Department

Presented.

H. Land Use Department

Presented.

I. Metropolitan Redevelopment Agency Department

Presented.

J. Economic Development and Creative Industries Department

Presented.

8. MATTERS FROM THE GOVERNING BODY AND POSSIBLE ACTION

A. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia)
A Resolution Adopting the City of Santa Fe's Fiscal Year 2026/2027 Operating Budget for the City of Santa Fe. (Andy Hopkins, Budget officer; ajhopkins@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/13/2026
Special Governing Body (Budget Hearing): 05/14/2026
Special Governing Body (Budget Hearing): 05/15/2026
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

Discussion held but not action took place.

9. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 4:56 pm.

_____
Mayor Michael Garcia

Attested To By:

_____
Geralyn F. Cardenas, City Clerk

Respectfully Submitted By:

_____
Geralyn F. Cardenas, City Clerk

Agenda

Regular Meeting of the Governing Body
May 15, 2026 at 10:00 AM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body 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.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link:https://santafenm.gov/city-clerk-1/meetings-minutes-and-agendas/governing-body-public-comment

If relevant technology is available and functioning for City use, the following options may be available:
Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/84566758349

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: 819 0647 0889. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order
2. Pledge of Allegiance
   a. Councilor Feghali
3. Salute to the New Mexico Flag

a. Councilor Barrett

4. Invocation and Rememberances

   a. Councilor Chavez

5. Roll Call

6. Approval of Agenda

7. Fiscal Year 2027 Operating Budget Hearings

8. Matters from the Governing Body and Possible Action

   a. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia)
   A Resolution Adopting the City of Santa Fe's Fiscal Year 2026/2027 Operating Budget for the City of Santa Fe. (Andy Hopkins, Budget officer; ajhopkins@santafenm.gov)

   Committee Review:
   Governing Body (Introduced): 05/13/2026
   Special Governing Body (Budget Hearing): 05/14/2026
   Special Governing Body (Budget Hearing): 05/15/2026
   Finance Committee: 05/26/2026
   Governing Body: 05/27/2026

9. Adjourn

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

SUMMARY OF ACTION
SPECIAL MEETING OF THE GOVERNING BODY
FRIDAY, MAY 15, 2026, 10:00 AM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 10:05 am**	**2**
2.	**Pledge of Allegiance**	**Councilor Feghali**	**2**
3.	**Salute to the NM Flag**	**Councilor Garcia**	**2**
4.	**Invocation and Remembrances**	**Councilor Chavez**	**2**
5.	**Roll Call**	**Quorum**	**2-3**
6.	**Approval of Agenda**	**Approved**	**3**
7.	**Fiscal Year 2027 Operating Budget Hearings**	**Heard**	**3-4**
22.	**Adjourn**	**Adjourned at 4:56 pm**	**4**

SPECIAL MEETING OF THE GOVERNING BODY
FRIDAY, MAY 15, 2026, 10:00 AM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The meeting of the Governing Body was called to order by Mayor Garcia, at 10:05 am, on Friday, May 15, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

A. COUNCILOR FEGHALI

Recited.

3. SALUTE TO THE NEW MEXICO FLAG

A. COUNCILOR GARCIA

Recited.

4. INVOCATION AND REMEMBRANCES

A. COUNCILOR CHAVEZ

Given.

5. ROLL CALL

MEMBERS PRESENT
Councilor Jamie Cassutt (Virtual)
Councilor Alma Castro
Councilor Amanda Chavez
Councilor Lee Garcia
Councilor Pilar Faulkner
Councilor Patricia Feghali
Councilor Paul Bustamante
Mayor Michael Garcia

MEMBERS ABSENT

Councilor Elizabeth Barrett

OTHERS PRESENT
Brian Moya, Interim City Manager
Marcos Martinez, City Attorney
Andrea Phillips, Deputy City Manager
Geralyn Cardenas, City Clerk
Andy Hopkins, Budget Officer
Anita Medina, Finance Contractor
Christina Martinez, Senior Budget Analyst
Chris Parker, Principal Budget Analyst
Erminia Tapia, Business Operations Manager

6. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to approve the agenda as presented.

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

Councilor Bustamante, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Feghali, yes and Councilor Garcia, yes.

7. FISCAL YEAR 2027 OPERATING BUDGET HEARINGS

A. Human Resources Department

Presented.

B. General Government
- Municipal Court
- City Council
- City Attorney's Office
- Mayor's Office, City Manager, Internal Audit
- Risk and Safety

Presented.

C. Finance Department

Presented.

D. Community Engagement Department (City Clerk, Constituent Services and Communications and Marketing)

Presented.

8. MATTERS FROM THE GOVERNING BODY AND POSSIBLE ACTION

A. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia)
A Resolution Adopting the City of Santa Fe's Fiscal Year 2026/2027 Operating Budget for the City of Santa Fe. (Andy Hopkins, Budget officer; ajhopkins@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/13/2026
Special Governing Body (Budget Hearing): 05/14/2026
Special Governing Body (Budget Hearing): 05/15/2026
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

Discussion held but not action took place.

9. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 12:16 pm.

_____
Mayor Michael Garcia

Attested To By:

_____
Geralyn F. Cardenas, City Clerk

Respectfully Submitted By:

_____
Geralyn F. Cardenas, City Clerk

Agenda

Regular Meeting of the Governing Body
May 27, 2026 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body 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.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link:https://santafenm.gov/city-clerk-1/meetings-minutes-and-agendas/governing-body-public-comment

If relevant technology is available and functioning for City use, the following options may be available:
Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/84566758349

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: 819 0647 0889. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order
2. Pledge of Allegiance
   a. Councilor Bustamante
3. Salute to the New Mexico Flag

a. Councilor Faulkner

4. Invocation and Rememberances

   a. Councilor Cassutt

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

9. Action Items: Consent Agenda

   a. Request for Approval of the May 13, 2026, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 05/27/2026

   b. Request for Approval of the Liquor Hearing Officer's Recommendation to Approve a Request from Zeng S, LLC for a Restaurant A (Beer & Wine) Liquor License with On-Premises Consumption Only, to be Located at Fu Sushi, 2400 Cerrillos Road, Unit 2428, Santa Fe. (Emily Aragon, Constituent Services Specialist; emaragon@santafenm.gov)

      Committee Review:
      Liquor Hearing: 05/19/2026
      Governing Body: 05/27/2026

   c. Request for Approval of Liquor Hearing Officer's Recommendation to Approve a Request from Barnes Holdings, LLC, for a Transfer of Ownership of Dispenser Liquor License No. DIS-000067 with On-Premises Consumption Only and Patio Service, to be Located at La Casa Sena de Santa Fe,125 East Palace Avenue, Santa Fe, Which is Within 300 Feet of The Cathedral Basilica of St. Francis Assisi, 131 Cathedral Place, Santa Fe; However, a Waiver is not Required, Because a License has Been Approved at this Location Previously. (Emily Aragon, Constituent Services Specialist; emaragon@santafenm.gov)

      Committee Review:
      Liquor Hearing: 05/19/2026
      Governing Body: 05/27/2026

   d. Request for Approval of Liquor Hearing Officer's Recommendation to Approve a Request from L&W Service Company, LLC, for a Transfer of Ownership and

Location of Inter-Local Dispenser Liquor License No. DIS-000992 with On-Premises Consumption Only, to be Located at Santa Fe Food Market, 150 Washington Avenue, Santa Fe. (Emily Aragon, Constituent Services Specialists; emaragon@santafenm.gov)

Committee Review:
Liquor Hearing: 05/19/2026
Governing Body: 05/27/2026

e. Request for Approval of Liquor Hearing Officer's Recommendation to Approve a Request from Santa Fe Brewing Co. for the Following:

1. Pursuant to §60-6B-10 NMSA 1978, Consideration of a Waiver of the 300-Foot Location Restriction to Allow Dispensing/Consumption of Beer, Wine and Cider at Franklin Miles Park Located at 1027 Camino Carlos Rey, Field 3, Which is Within 300 Feet of Francis X. Nava Elementary School, 2655 Siringo Road and Property of the City of Santa Fe.

2. If the Waiver of the 300-Foot Location Restriction is Granted, Consideration of a Request to Allow the Dispensing/Consumption of Beer, Wine and Cider at the Fourth of July Firework Celebration Sponsored by Kiwanis Club of Santa Fe, Which will be Held on Saturday, July 4, 2026, with Alcohol Service from 4:00 p.m. to 9:30 p.m.; with an Expected 500 Attendees, Pursuant to SFCC 1987 §23-6.2(C) and Consistent with NMSA 1978, §60-6A-12. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

Committee Review:
Liquor Hearing: 05/19/2026
Governing Body: 05/27/2026

f. Request for Approval of a Grant Agreement with New Mexico Office of the State Engineer in the Total Amount of $1,354,479 for Planning and Design for the Rehabilitation of McClure Dam Award No. MG26-91655 with a Reversion Date of September 24, 2027. (Taylor Jurgens, Engineer; tyjurgens@santafenm.gov)

Committee Review:
Public Works and Utilities: 05/18/2026
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

g. Request for Approval of Grant Agreement FTA G-34 with the U.S. Department of Transportation via the Section 5307 Operating Assistance Formula Grant Program in the Total Amount of $2,167,799 through December 31, 2027. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $2,167,799 from the FTA Grant to Transit Revenue.

Committee Review:
Public Works and Utilities Committee: 05/18/2026
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

h. Request for Approval of a Budget Adjustment Request (BAR) to Reduce Grant Revenue from the New Mexico Local Match Grant from the New Mexico Department of Finance and Administration in the Total Amount of $2,558,970 for FY26. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/18/2026
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

i. Request for Approval of a Special Appropriation Grant Agreement with the New Mexico Office of the State Engineer to Reimburse Fiscal Year 2026 Costs Associated with Critical Maintenance and Improvements at Nichols Dam in the Total Amount of $2,000,000 through June 30, 2026. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/18/2026
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

j. Request for Approval of a Real Estate Donation Agreement with The Supreme Court Building Commission of The State of New Mexico to Donate the Public Alley Located on the North Side of East De Vargas Street for the Purpose of Enhancing Security of The Supreme Court Building, Its Judges, Staff, and Invitees. (Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

Committee Review:
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

k. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Paul Bustamante, Councilor Pilar Faulkner, Councilor Alma Castro, Councilor Jamie Cassutt)
A Resolution Ensuring the Availability of Narcan for City of Santa Fe Transit, Library, and Recreation Staff; Requiring Training for Appropriate Employees to Recognize Opioid Overdoses and Administer Narcan; and Directing the City Manager to Identify and Allocate Funding to Maintain the Supply of Narcan Nasal Spray and Training of Narcan.

(Mario Risso, Assistant Fire Chief; mdrisso@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/13/2026
Public Works and Utilities Committee: 05/18/2026
Quality of Life Committee: 05/20/2026
Governing Body: 05/27/2026

10. Action Items: Discussion Agenda

a. Request for Ratification of a Grant Agreement with the Federal Highway Administration Section 112 via the New Mexico Department of Transportation in the Total Amount of $380,368, Including a Local Match of $54,194.36, for Operating Assistance for the Metropolitan Planning Organization. (Erick Aune, Santa Fe MPO Director; ejaune@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/18/2026
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

b. Request for Approval of a Memorandum of Agreement with Santa Fe County Designating the City as Lead Agency for Funding Applications, Project Administration and Construction of the Henry Lynch Road Reconstruction and Roundabout Project, Including Portions within County Jurisdiction. (Romella Glorioso-Moss, Complete Streets Capital Project Manager; rsglorioso-moss@santafenm.gov)

Committee Review:
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

c. Request for Approval of Amendment No. 2 to General Plan Update Contract Item #24-0352 with WSP USA Inc. to Increase the Compensation by $649,125.00 for a New Total Amount of $2,691,220.56 to Expedite the Project Schedule, Provide Additional Public Engagement and Enhance Functionality of the Digital User Platform. (Heather Lamboy, Planning and Land Use Department Director; hllamboy@santafenm.gov and Janice Biletnikoff, Long-Range Strategic Planner; jibiletnikoff@santafenm.gov).

Committee Review:
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

d. Request for Approval of a General Services Contract with Thatcher Company, Inc. for the Purchase of Sodium Hypochlorite Supply to Treat Microorganisms for the Wastewater Treatment Plant in the Total Amount of $2,000,000 for a

Four-Year Term. (Paul Heerbrandt, P.E, Engineer Supervisor; pfheerbrandt@santafenm.gov)

Committee Review:
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

e. Request for Approval of a General Services Contract with PVS DX Inc. for the Purchase of Sodium Hypochlorite Supply to Treat Microorganisms for the Wastewater Treatment Plant in the Total Amount of $2,000,000 for a Four-Year Term. (Paul Heerbrandt, P.E, Engineer Supervisor; pfheerbrandt@santafenm.gov)

Committee Review:
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

f. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia)
A Resolution Adopting the City of Santa Fe's Fiscal Year 2026/2027 Operating Budget for the City of Santa Fe. (Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/13/2026
Special Governing Body (Budget Hearing): 05/14/2026
Special Governing Body (Budget Hearing): 05/15/2026
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

11. Matters from the City Manager

12. Matters from the City Attorney

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

a. CONSIDERATION OF BILL NO. 2026-11. ADOPTION OF ORDINANCE NO. 2026-____. (Mayor Michael Garcia and Councilor Alma Castro)
A Bill Relating to the Santa Fe Homes Program and Requirements for Rental Units; Amending Section 26-1.22 to Make Certain Technical Changes, to Clarify the Calculation of Fees Paid in Lieu of Providing On-Site Affordable Units, to Amend the Fee-in-Lieu Calculation to Use Thirty Percent of the Area Median Income Instead of Sixty-Five Percent when Determining Base Fee Amount. (Faviola Chavez, Affordable Housing Director; fachavez@santafenm.gov)

Committee Review:
Governing Body (Introduction): 05/27/2026
Governing Body (Public Comment): 06/10/2026
Quality of Life Committee 06/17/2026
Finance Committee: 06/22/2026
Governing Body (Public Hearing): 07/08/2026

b. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia, Councilor Amanda Chavez, and Councilor Jamie Cassutt)
A Resolution Updating Resolution No. 2025-38 to Include Seniors in the Scope of Service at the Micro Community to be Located at 2395 Richards Avenue. (Lia Salaverry, Youth and Family Services Division Director; lasalaverry@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/27/2026
Quality of Life Committee: 06/03/2026
Governing Body: 06/10/2026

c. CONSIDERATION OF RESOLUTION NO. 2026-_____. (Councilor Amanda Chavez)
A Resolution Removing "Pilot" Status from the Wellness Leave Pilot Program, Establishing Personnel Rules 13.91 and 13.92 as Permanent, and Adding a Requirement that Employees Complete all Required Trainings to Remain Eligible to Receive Wellness Day Leave. (Alvin Valdez, Benefits and Wellness Manager; aavaldez1@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/27/2026
Quality of Life Committee: 06/03/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

17. Petitions from the Floor

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

19. Final Action on Legislation (Public Hearing)

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

21. Appointments

22. Adjourn

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

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
TUESDAY, MAY 27, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	Call To Order	Convened at 5:04 pm	3
2.	Pledge of Allegiance	Councilor Bustamante	3
3.	Salute to the NM Flag	Councilor Faulkner	3
4.	Invocation and Remembrances	Councilor Cassutt	3
5.	Roll Call	Quorum	3-4
6.	Approval of Agenda	Approved	4
7.	Approval of Consent Agenda	Approved	4
8.	Presentations	None	4
9.	Action Items: Consent Agenda	Approved	4-7
10.	Action Items: Discussion Items		
	a. Grant Agreement	Approved	7
	b. MOU	Approved	7-8
	c. Amendment	Approved	8
	d. Contract	Approved	8
	e. Contract	Approved	8-9
	f. Resolution No. 2026-_____	Approved	9
11.	Matters from the City Manager	Heard	9
12.	Matters from the City Attorney	None	9
13.	Executive Session Action Items	None	9
14.	Matters from the City Clerk	Heard	9
15.	Comm. From Gov. Body	Heard	9

16.	**Introduction of Legislation**			
	a.	**Bill No. 2026-11**	**Introduced**	**9-10**
	b.	**Resolution No. 2026-_____**	**Introduced**	**10**
	c.	**Resolution No. 2026-_____**	**Introduced**	**10**
17.	**Petitions From the Floor**		**Heard**	**10-11**
18.	**Public Comment on Bills**	**None**		**11**
19.	**Final Action on Legislation**		**None**	**11**
20.	**Public Hearings**		**None**	**11**
21.	**Appointments**		**None**	**11**
22.	**Adjourn**		**Adjourned at 7:20 pm**	**11-12**

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, MAY 27, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The meeting of the Governing Body was called to order by Mayor Garcia, at 5:00 pm, on Wednesday, May 27, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

A. COUNCILOR BUSTAMANTE

Recited.

3. SALUTE TO THE NEW MEXICO FLAG

A. COUNCILOR FAULKNER

Recited.

4. INVOCATION AND REMEMBRANCES

A. COUNCILOR CASSUTT

Given.

5. ROLL CALL

MEMBERS PRESENT
Councilor Jamie Cassutt, virtually
Councilor Alma Castro
Councilor Amanda Chavez
Councilor Lee Garcia
Councilor Pilar Faulkner
Councilor Patricia Feghali
Councilor Elizabeth Barrett
Councilor Paul Bustamante
Mayor Michael Garcia

OTHERS PRESENT
Brian Moya, Interim City Manager
Marcos Martinez, City Attorney
Geralyn Cardenas, City Clerk
Elizabeth Martin, Stenographer, virtually

6. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Castro, to approve the agenda as presented.

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

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

7. APPROVAL OF CONSENT AGENDA

MOTION A motion was made by Councilor Chavez, seconded by Councilor Faulkner, to approve the consent agenda as presented.

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

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

8. PRESENTATIONS

None.

9. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE MAY 13, 2026, REGULAR GOVERNING BODY MEETING MINUTES

Approved on consent.

B. REQUEST FOR APPROVAL OF THE LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE A REQUEST FROM ZENG S. LLC FOR A RESTAURANT A (BEER AND WINE) LIQUOR LICENSE WITH ON-PREMISES CONSUMPTION ONLY, TO BE LOCATED AT FU

SUSHI, 2400 CERRILLOS ROAD, UNIT 2428, SANTA FE.

Approved on consent.

C. REQUEST FOR APPROVAL OF LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE A REQUEST FROM BARNES HOLDINGS, LLC, FOR A TRANSFER OF OWNERSHIP OF DISPENSER LIQUOR LICENSE NO. DIS-000067 WITH ON-PREMISES CONSUMPTION ONLY AND PATIO SERVICE, TO BE LOCATED AT LA CASA SENA DE SANTA FE, 125 EAST PALACE AVENUE, SANTA FE, WHICH IS WITHIN 300 FEET OF THE CATHEDRAL BASILICA OF ST. FRANCIS ASSISI, 131 CATHEDRAL PLACE, SANTA FE; HOWEVER, A WAIVER IS NOT REQUIRED, BECAUSE A LICENSE HAS BEEN APPROVED AT THIS LOCATION PREVIOUSLY.

Approved on consent.

D. REQUEST FOR APPROVAL OF LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE A REQUEST FROM L&w SERVICE COMPANY, LLC, FOR A TRANSFER OF OWNERSHIP AND LOCATION OF INTER-LOCAL DISPENSER LIQUOR LICENSE NO. DIS-000992 WITH ON-PREMISES CONSUMPTION ONLY, TO BE LOCATED AT SANTA FE FOOD MARKET, 150 WASHINGTON AVENUE, SANTA FE.

Approved on consent.

E. REQUEST FOR APPROVAL OF LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE A REQUEST FROM SANTA FE BREWING CO. FOR THE FOLLOWING:

1. PURSUANT TO SECTION 60-6B-10 NMSA 1978, CONSIDERATION OF A WAIVER OF THE 300-FOOT LOCATION RESTRICTION TO ALLOW DISPENSING/CONSUMPTION OF BEER, WINE AND CIDER AT FRANKLIN MILES PART LOCATED AT 1027 CAMINO CARLOS REY, FIELD 3, WHICH IS WITHIN 300 FEET OF FRANCIS X. NAVA ELEMENTARY SCHOOL, 2655 SIRINGO ROAD AND PROPERTY OF THE CITY OF SANTA FE.

2. IF THE WAIVER OF THE 300-FOOT LOCATION RESTRICTION IS GRANTED, CONSIDERATION OF A REQUEST TO ALLOW THE DISPENSING/CONSUMPTION OF BEER, WINE AND CIDER AT THE FOURTH OF JULY FIREWORK CELEBRATION

SPONSORED BY KIWANIS CLUB OF SANTA FE, WHICH WILL BE HELD ON SATURDAY, JULY 4, 2026, WITH ALCOHOL SERVICE FROM 4:00 PM TO 9:30 PM; WITH AN EXPECTED 500 ATTENDEES, PURSUANT TO SFCC 1987 SECTION 23-6.2 C AND CONSISTENT WITH NMSA 1978, SECTION 60-6A-12.

Approved on consent.

F. REQUEST FOR APPROVAL OF A GRANT AGREEMENT WITH NEW MEXICO OFFICE OF THE STATE ENGINEER IN THE TOTAL AMOUNT OF $1,354,479 FOR PLANNING AND DESIGN FOR THE REHABILITATION OF MCCLURE DAM AWARD NO. MG26-91655 WITH A REVERSION DATE OF SEPTEMBER 24, 2027.

Approved on consent.

G. REQUEST FOR APPROVAL OF GRANT AGREEMENT FTA G-34 WITH THE U.S. DEPARTMENT OF TRANSPORTATION VIA THE SECTION 5307 OPERATING ASSISTANCE FORMULA GRANT PROGRAM IN THE TOTAL AMOUNT OF $2,167,799 THROUGH DECEMBER 31, 2027.

1. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) IN THE TOTAL AMOUNT OF $2,167,799 FROM THE FTA GRANT TO TRANSIT REVENUE.

Approved on consent.

H. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) TO REDUCE GRANT REVENUE FROM THE NEW MEXICO LOCAL MATCH GRANT FROM THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION IN THE TOTAL AMOUNT OF $2,558,970 FOR FY26.

Approved on consent.

I. REQUEST FOR APPROVAL OF A SPECIAL APPROPRIATION GRANT AGREEMENT WITH THE NEW MEXICO OFFICE OF THE STATE ENGINEER TO REIMBURSE FISCAL YEAR 2026 COSTS ASSOCIATED WITH CRITICAL MAINTENANCE AND IMPROVEMENTS AT NICHOLS DAM IN THE TOTAL AMOUNT OF $2,000,000 THROUGH JUNE 30, 2026.

Approved on consent.

J. REQUEST FOR APPROVAL OF A REAL ESTATE DONATION AGREEMENT WITH THE SUPREME COURT BUILDING COMMISSION OF THE STATE OF NEW MEXICO TO DONATE THE PUBLIC ALLEY LOCATED ON THE NORTH SIDE OF EAST DE VARGAS STREET FOR THE PURPOSE OF ENHANCING SECURITY OF THE SUPREME COURT BUILDING, ITS JUDGES, STAFF, AND INVITEES.

Approved on consent.

K. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION ENSURING THE AVAILABILITY OF NARCAN FOR CITY OF SANTA FE TRANSIT, LIBRARY, AND RECREATION STAFF, REQUIRING TRAINING FOR APPROPRIATE EMPLOYEES TO RECOGNIZE OPIOID OVERDOSES AND ADMINISTER NARCAN; AND DIRECTING THE CITY MANAGER TO IDENTIFY AND ALLOCATE FUNDING TO MAINTAIN THE SUPPLY OF NARCAN NASAL SPRAY AND TRAINING OF NARCAN.

Approved on consent.

10. ACTION ITEMS: DISCUSSION AGENDA

A. REQUEST FOR RATIFICATION OF A GRANT AGREEMENT WITH THE FEDERAL HIGHWAY ADMINISTRATION SECTION 112 VIA THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IN THE TOTAL AMOUNT OF $380,368, INCLUDING A LOCAL MATCH OF $54,194.36, FOR OPERATING ASSISTANCE FOR THE METROPOLITAN PLANNING ORGANIZATION.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Castor, to approve the ratification of a grant agreement with the Federal Highway Administration.

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

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

B. REQUEST FOR APPROVAL OF A MEMORANDUM OF AGREEMENT WITH SANTA FE COUNTY DESIGNATING THE CITY AS LEAD

AGENCY FOR FUNDING APPLICATIONS, PROJECT ADMINISTRATION AND CONSTRUCTION OF THE HENRY LYNCH ROAD RECONSTRUCTION AND ROUNDABOUT PROJECT, INCLUDING PORTIONS WITHIN COUNTY JURISDICTION.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Castro, to approve the MOU.

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

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

C. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO GENERAL PLAN UPDATE CONTRACT ITEM #24-0352 WITH WSP USA INC. TO INCREASE THE COMPENSATION BY $649,125.00 FOR A NEW TOTAL AMOUNT OF $2,691,220.56 TO EXPEDITE FUNCTIONALITY OF THE DIGITAL USER PLATFORM.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Chavez, to approve Amendment No. 2.

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

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

D. REQUEST FOR APPROVAL OF A GENERAL SERVICES CONTRACT WITH THATCHER COMPANY, INC. FOR THE PURCHASE OF SODIUM HYPOCHLORITE SUPPLY TO TREAT MICROORGANISMS FOR THE WASTEWATER TREATMENT PLANT IN THE TOTAL AMOUNT OF $2,000,000 FOR A FOUR-YEAR TERM.

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

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

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

E. REQUEST FOR APPROVAL OF A GENERAL SERVICES CONTRACT WITH PVS DX INC. FOR THE PURCHASE OF SODIUM HYPOCHLORITE SUPPLY TO TREAT MICROORGANISMS FOR THE WASTEWATER TREATMENT PLANT IN THE TOTAL AMOUNT OF $2,000,000 FOR A FOUR-YEAR TERM.

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

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

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

F. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION ADOPTING THE CITY OF SANTA FE'S FISCAL YEAR 2026-2027 OPERATING BUDGET FOR THE CITY OF SANTA FE.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Chavez, to approve the City of Santa Fe's Fiscal Year 2026-2027 Operating Budget.

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

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

11. MATTERS FROM THE CITY MANAGER

Heard.

12. MATTERS FROM THE CITY ATTORNEY

Heard.

13. EXECUTIVE SESSION ACTION ITEMS

None.

14. MATTERS FROM THE CITY CLERK

Heard.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Heard.

16. INTRODUCTION OF LEGISLATION

A. CONSIDERATION OF BILL NO. 2026-11. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL RELATING TO THE SANTA FE HOMES PROGRAM AND REQUIREMENTS FOR RENTAL UNITS; AMENDING SECTION 26-1.22 TO MAKE CERTAIN TECHNICAL CHANGES, TO CLARIFY THE CALCULATION OF FEES PAID IN LIEU OF PROVIDING ON-SIDE AFFORDABLE UNITS, TO AMEND THE FEE-IN-LIEU CALCULATION TO USE THIRTY PERCENT OF THE AREA MEDIAN INCOME INSTEAD OF SIXTY-FIVE PERCENT WHEN DETERMINING BASE FEE AMOUNT.

Introduced.

B. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION UPDATING RESOLUTION NO. 2025-38 TO INCLUDE SENIORS IN THE SCOPE OF SERVICE AT THE MICRO COMMUNITY TO BE LOCATED AT 2395 RICHARDS AVENUE.

Introduced.

C. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION REMOVING "PILOT" STATUS FROM THE WELLNESS LEAVE PILOT PROGRAM, ESTABLISHING PERSONNEL RULES 13.91 AND 13.92 AS PERMANENT, AND ADDING A REQUIREMENT THAT EMPLOYEES COMPLETE ALL REQUIRED TRAININGS TO REMAIN ELIGIBLE TO RECEIVE WELLNESS DAY LEAVE.

Introduced.

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to recess the meeting until 7:00 pm and to then reconvene the meeting at item 17, Petitions From the Floor.

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

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes;

Councilor Bustamante, yes.

The Governing Body recessed at 5:56 pm.

The Governing Body reconvened at 7:00 pm.

17. PETITIONS FROM THE FLOOR

A person who would not identify himself. He spoke about town halls and free speech and uttered expletives.

Name inaudible. He spoke against pit production.

Elizabeth West. Ms. West spoke to the fee in lieu of legislation and her support of the inclusion of seniors in micro communities and the HDRB meeting last night.

Stephanie Beninato. Ms. Beninato spoke to sidewalk issues, City pools and contract attorneys.

Marsha Emmerton. District 4. Ms. Emmerton spoke to the need for emergency shelters.

Dillon Schwelger. Mr. Schwelger spoke to homelessness and pallet shelter sites.

18. PUBLIC COMMENT ON BILLS

None.

19. FINAL ACTION ON LEGISLATION

None.

20. PUBLIC HEARINGS

None.

21. APPOINTMENTS

None.

22. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 7:29 pm.

_____
Mayor Michael Garcia

Attested To By:

_____
Geralyn F. Cardenas, City Clerk

Respectfully Submitted By:

Elizabeth Martin
Elizabeth Martin (Jun 6, 2026 15:49:03 MDT)

_____
Elizabeth Martin, Stenographer

05-27-26 Regular Governing Body Meeting Minutes

Final Audit Report 2026-06-06

Created:	2026-06-05
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3xq7y9YLUXrn-4_LjK99coyw-FoDurV7
Documents:	05-27-26 Regular Governing Body Meeting Minutes.pdf (19 pages)
Number of Documents:	1
Document page count:	19
Number of supporting files:	0
Supporting files page count:	0

"05-27-26 Regular Governing Body Meeting Minutes" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2026-06-05 - 10:30:24 PM GMT- IP address: 63.232.20.2

Document emailed to Elizabeth Martin (max4martin@yahoo.com) for signature
2026-06-05 - 10:30:53 PM GMT

Email viewed by Elizabeth Martin (max4martin@yahoo.com)
2026-06-06 - 9:47:18 PM GMT- IP address: 69.147.88.139

Document e-signed by Elizabeth Martin (max4martin@yahoo.com)
Signature Date: 2026-06-06 - 9:49:03 PM GMT - Time Source: server- IP address: 172.59.1.155 - Signature Appearance Selected: TYPE

Agreement completed.
2026-06-06 - 9:49:03 PM GMT

Powered by Adobe Acrobat Sign

City of Santa Fe

200 Lincoln Ave, Santa Fe, NM 87501 | santafenm.gov

Memorandum

DATE: June 5, 2026

TO: The Governing Body

VIA: Geralyn F. Cardenas, City Clerk/Director of Community Engagement

FROM: Emily Aragon, Constituent Services Specialist

ITEM & ISSUE:
Request from the International Folk Art Market to allow the dispensing/consumption of beer, wine, and cider at the Internation Folk Art Market's Opening Night at the Railyard Park, 740 Cerrillos Rd.

BACKGROUND AND SUMMARY:
Request for a Public Celebration Permit Application from TumbleRoot Brewing, LLC to allow the dispensing/consumption of beer, wine and cider at the International Folk Art Market's Night Market to be held on Thursday, July 9, 2026, with alcohol service from 6:00 PM to 9:00 PM in a beer garden located in the Railyard Park, 740 Cerrillos Rd., Santa Fe NM, which is located on city property, with an expected 1200 attendees pursuant to SFCC 1987 §23-6.2(C) and consistent with NMSA 1978, §60-6A-12.

ACTION REQUESTED:
Consideration of the above request

Attachments:
Special Dispenser Permit Intake Application
Letter from Sponsor
Letter from City Manager for City Owned Property
Map of event
List of servers
Insurance

Signature:

Email: gfcardenas@santafenm.gov

Alcoholic Beverage Control Division
Private Celebration Permit Intake Application
Application Number: PAR-0000444241

License Holder Information

Business Name (DBA): TUMBLEROOT BREWING, LLC
Business Mailing Address: 10A Timberwick Road,Santa Fe,NM,US,87508
Business Phone: 5056034740
Business Email: jasonkirkman@tumblerootbrewing.com

License Number: CDL-000006
License Type: Craft Distiller
License Expiry Date: 02/28/2027

Event Information

Event Name: International Folk Art Market Opening Night
Event Venue: Outdoor
Event Start Date: 07/09/2026
Event End Date: 07/09/2026
No of Days of Event: 1
Does this event allow guests of all ages: Yes
Will wristbands be used to assist in identifying attendees 21 years of age and older: Yes
Event Description: An opening night celebration for members, sponsors and partners of the Internantional Folk Art Market at the Railyard Park

Event Physical Address

Event Street: Callejon
Event City: Santa Fe
Event Zip Code: 87505
Event State: NM
Event County: Santa Fe
Event Local Option District: Santa Fe City

Event Date/Hours

Date of Event: 07/09/2026
Time Event Begins: 6:00 PM
Time Event Ends: 9:30 PM
Time of Alcohol Service: Begins at: 6:00 PM
Ends at: 9:00 PM
Total No. of Attendees Expected at Event: 1200
Total No. of Attendees Expected to Consume Alcohol: 800

Sponsor Information

Event Sponsor Name (Event Organizer): International Folk Art Market
Event Sponsor Contact Person: Jacci Gruninger
Event Sponsor Contact Email: jacci@folkartmarket.org
Event Sponsor Contact Phone: 5059927606

Security Information

Security Type: Licensed Security Company
Number of Security Guards at Event: 15
Licensed Security Company Name: Phoenix

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Private Celebration Permit Intake Application

Application Number: PAR-0000444241

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

NOTE: LICENSEE'S EMPLOYEE(S) ASSIGNED TO WORK SECURITY, MUST WORK THIS EXCLUSIVELY AND MAY NOT SERVE AT THE EVENT.

License Holder and Server Certification

I Jason Kirkman (Licensee) hereby certify this application is signed by Licensee or authorized person under this License. I further certify that all persons providing the service of alcoholic beverages at the Event are currently Server Certified, that they are all my employees, and that ALL the information in this Application and the Attachments, is true and correct. Licensee Agrees that if any statements or representations herein are found to be false, the Director may refuse to issue additional permits. I understand that all fees submitted are non-refundable.

Licensee Name: (print) Jason Kirkman - Tumbleroot Brewing LLC

Signature: _____ Date: 6/5/26

Local Governing Body Approval

Print Name: _____ Title: _____

Signature: _____ Date: _____

Phone No.: _____ Fax: _____

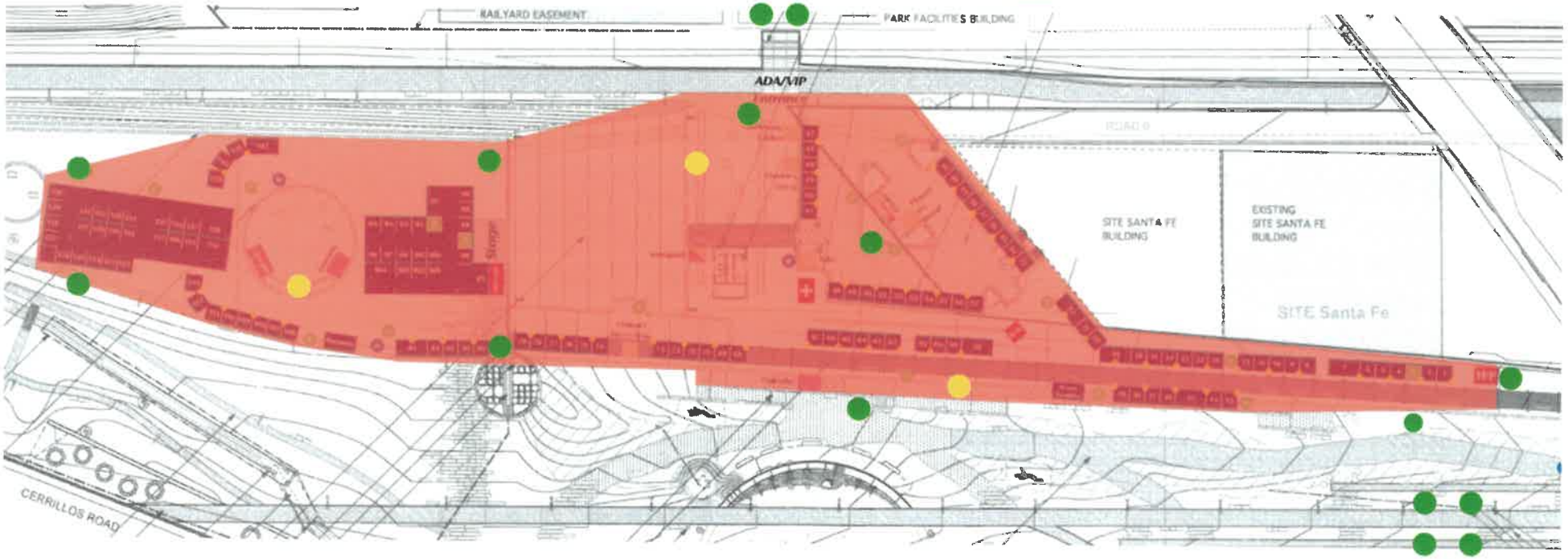
TUMBLEROOT SERVING AREA - IFAM 2025

Thursday Opening Night Party, July 10th 6-9pm

Tumbleroot Bar Location

Security Officers (15)

Alcohol Perimeter



Michael J. Garcia, Mayor

June 4, 2026

Jacci Gruninger, MS – Chief Operating Officer
620 Cerrillos Rd.
Santa Fe, NM 87505

To Whom It May Concern,

I attest that the City of Santa Fe is the landowner of the Railyard Park, located at 740 Cerrillos Rd., Santa Fe, New Mexico 87505.

I, Andrea Phillips, Deputy City Manager of the City of Santa Fe grant permission to Tumble Root Brewing. to manage and conduct alcohol sales at the above-mentioned property, on Thursday July 9, 2026,and Saturday July 11, 2026, from 6:00pm to 9:30pm, for the "IFAM Night Market" as detailed in the application(s).

Please do not hesitate to call the City Clerk's Office at 505.955.6520 if you have any questions.

Sincerely,

Andrea Phillips

Andrea Phillips
Deputy City Manager

City Council

Alma G. Castro, District 1
Patricia Feghali, District 1
Elizabeth "Liz" Barrett, District 2
Paul C. Bustamante, District 2
Lee Garcia, Mayor Pro Tem, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

June, 1, 2026

To Whom It May Concern:

I am writing to request a letter of permission from the City of Santa Fe for Tumbleroot Brewing to sell alcohol at the International Folk Art Market. The event will take place at the Santa Fe Railyard Park from July 9 to July 12, 2026. Tumbleroot Brewing seeks to serve alcohol specifically on July 9 and July 11, from 6 PM to 9 PM on both days. Based on past years' numbers, we expect approximately 1500 attendees at both events.

Thank you for your consideration.

Sincerely,

Stacey Edgar

Chief Executive Officer

Licensed Servers

Jason Kirkman S037430 exp 11/27/2026 Hired 01/02/2017

Mustapha Oblie S133280 exp 06/14/2027 Hired 08/09/2025

Vanessa Covarrubias (Raquel) S038203 exp 06/12/2027

Eric Shannon S147595 exp 9/24/27

Nicole Smith S088920 exp 10/17/27

EJ Wych S142096 exp 05/23/2027 hired 5/15/2023

Cacia Chavez S164631 exp 08/01/28 hired 08/23/2025

Jeremy Oversier S166142 exp 09/02/2028 hired 6/28/25

Autumn Stinar S157853 exp 04/01/2028 hired 08/09/2025

Ariel Gottschall S140077 exp 06/14/2027 August 1, 2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/6/2026

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

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

PRODUCER
World Insurance Associates, LLC
845 Quince Orchard Blvd, Ste M
Gaithersburg MD 20878

CONTACT NAME:
PHONE (A/C, No, Ext): 301-355-5330 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Accelerant Specialty Insurance Company	16890
INSURER B : Nutmeg Insurance Company	39608
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED TUMBBRE-01
Tumbleroot Brewing LLC
32 Bisbee Ct Unit 3&4
Santa Fe NM 87508

COVERAGES **CERTIFICATE NUMBER:** 1911549906 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			S0141PK000127	3/28/2026	3/28/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X 10,000						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
B	AUTOMOBILE LIABILITY			14UECAG2846	3/28/2026	3/28/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REF: July 9-12 2026

Certificate holder is additional insured with respects to general liability as required by written contract subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:

1. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
2. "Personal and advertising injury";

caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

B. The insurance afforded to such additional insured described in Paragraph **A.** of this endorsement:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

1. Legal, accounting or advertising services;
2. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
3. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
4. Engineering services, including related supervisory or inspection services;
5. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
6. Any health or therapeutic service treatment, advice or instruction;
7. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
8. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
9. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
10. Body piercing services;
11. Services in the practice of pharmacy;
12. Law enforcement or firefighting services; and
13. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

© Insurance Services Office, Inc., 2018

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.**; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

City of Santa Fe
200 Lincoln Ave, Santa Fe, NM 87501 | santafenm.gov

Memorandum

DATE: June 5, 2026

TO: The Governing Body

VIA: Geralyn F. Cardenas, City Clerk/Director of Community Engagement

FROM: Emily Aragon, Constituent Services Specialist

ITEM & ISSUE:
Request from the International Folk Art Market to allow the dispensing/consumption of beer, wine, and cider at the Internation Folk Art Market's Night Market at the Railyard Park, 740 Cerrillos Rd.

BACKGROUND AND SUMMARY:
Request for a Public Celebration Permit Application from TumbleRoot Brewing, LLC to allow the dispensing/consumption of beer, wine and cider at the International Folk Art Market's Night Market to be held on Saturday, July 11, 2026, with alcohol service from 6:00 PM to 9:00 PM in a beer garden located in the Railyard Park, 740 Cerrillos Rd., Santa Fe NM, which is located on city property, with an expected 300 attendees pursuant to SFCC 1987 §23-6.2(C) and consistent with NMSA 1978, §60-6A-12.

ACTION REQUESTED:
Consideration of the above request

Attachments:
Special Dispenser Permit Intake Application
Letter from Sponsor
Letter from City Manager for City Owned Property
Map of event
List of servers
Insurance

Signature:

Email: gfcardenas@santafenm.gov

Alcoholic Beverage Control Division

Public Celebration Permit Intake Application

Application Number: PAR-0000444288

License Holder Information

Business Name (DBA): TUMBLEROOT BREWING, LLC
Business Mailing Address: 10A Timberwick Road,Santa Fe,NM,US,87508
Business Phone: 5056034740
Business Email: jasonkirkman@tumblerootbrewing.com

License Number: CDL-000006
License Type: Craft Distiller
License Expiry Date: 02/28/2027

Event Information

Event Name: IFAM Night Market
Event Venue: Outdoor
Event Start Date: 07/11/2026
Event End Date: 07/11/2026
No of Days of Event: 1
Does this event allow guests of all ages: Yes
Will wristbands be used to assist in identifying attendees 21 years of age and older: Yes
Event Description: International Folk Art Market will have an evening beer garden at Railyard Park near the performance stage. I

Event Physical Address

Event Street: Callejon
Event City: Santa Fe
Event Zip Code: 87505
Event State: NM
Event County: Santa Fe
Event Local Option District: Santa Fe City

Event Date/Hours

Date of Event: 07/11/2026
Time Event Begins: 6:00 PM
Time Event Ends: 9:30 PM
Time of Alcohol Service: Begins at: 6:00 PM
Ends at: 9:00 PM
Total No. of Attendees Expected at Event: 300
Total No. of Attendees Expected to Consume Alcohol: 300

Sponsor Information

Event Sponsor Name (Event Organizer): International Folk Art Market
Event Sponsor Contact Person: Jace Grunuinger
Event Sponsor Contact Email: jace@folkartmarket.org
Event Sponsor Contact Phone: 5059927606

Security Information

Security Type: Licensed Security Company
Number of Security Guards at Event: 3
Licensed Security Company Name: Phoenix

NOTE: LICENSEE'S EMPLOYEE(S) ASSIGNED TO WORK SECURITY, MUST WORK THIS EXCLUSIVELY AND MAY NOT SERVE AT THE EVENT.

Alcoholic Beverage Control Division

Public Celebration Permit Intake Application

Application Number: PAR-0000444288

License Holder and Server Certification

I Jason Kirkman (Licensee) hereby certify this application is signed by Licensee or authorized person under this License. I further certify that all persons providing the service of alcoholic beverages at the Event are currently Server Certified, that they are all my employees, and that ALL the information in this Application and the Attachments, is true and correct. Licensee Agrees that if any statements or representations herein are found to be false, the Director may refuse to issue additional permits. I understand that all fees submitted are non-refundable

Licensee Name: (print) Jason Kirkman - Tumbleroot Brewing LLC

Signature: [signature] Date: 6/4/26

Local Governing Body Approval

Print Name: _____ Title: _____

Signature: _____ Date: _____

Phone No.: _____ Fax: _____

June, 1, 2026

To Whom It May Concern:

I am writing to request a letter of permission from the City of Santa Fe for Tumbleroot Brewing to sell alcohol at the International Folk Art Market. The event will take place at the Santa Fe Railyard Park from July 9 to July 12, 2026. Tumbleroot Brewing seeks to serve alcohol specifically on July 9 and July 11, from 6 PM to 9 PM on both days. Based on past years' numbers, we expect approximately 1500 attendees at both events.

Thank you for your consideration.

Sincerely,

Stacey Edgar

Chief Executive Officer

Michael J. Garcia, Mayor

June 4, 2026

Jacci Gruninger, MS – Chief Operating Officer
620 Cerrillos Rd.
Santa Fe, NM 87505

To Whom It May Concern,

I attest that the City of Santa Fe is the landowner of the Railyard Park, located at 740 Cerrillos Rd., Santa Fe, New Mexico 87505.

I, Andrea Phillips, Deputy City Manager of the City of Santa Fe grant permission to Tumble Root Brewing. to manage and conduct alcohol sales at the above-mentioned property, on Thursday July 9, 2026,and Saturday July 11, 2026, from 6:00pm to 9:30pm, for the "IFAM Night Market" as detailed in the application(s).

Please do not hesitate to call the City Clerk's Office at 505.955.6520 if you have any questions.

Sincerely,

Andrea Phillips
Deputy City Manager

City Council

Alma G. Castro, District 1
Patricia Feghali, District 1
Elizabeth "Liz" Barrett, District 2
Paul C. Bustamante, District 2
Lee Garcia, Mayor Pro Tem, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

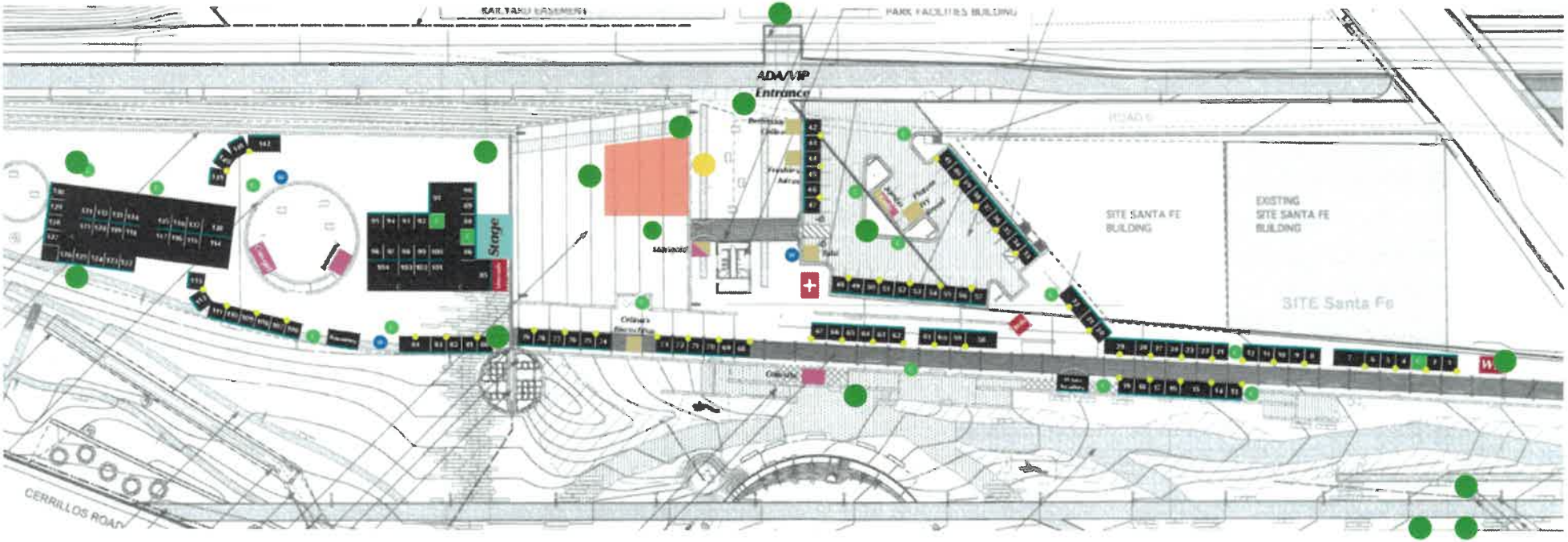
TUMBLEROOT SERVING AREA - IFAM 2025

Saturday Night Market, July 12th 6-9pm

Tumbleroot Bar Location

Security Officers (15)

Alcohol Perimeter



Licensed Servers

Jason Kirkman S037430 exp 11/27/2026 Hired 01/02/2017

Mustapha Oblie S133280 exp 06/14/2027 Hired 08/09/2025

Eric Shannon S147595 exp 9/24/27

Ariel Gottschall S140077 exp 06/14/2027 August 1, 2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/6/2026

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

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

PRODUCER World Insurance Associates, LLC 845 Quince Orchard Blvd, Ste M Gaithersburg MD 20878	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 301-355-5330 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED TUMBBRE-01 Tumbleroot Brewing LLC 32 Bisbee Ct Unit 3&4 Santa Fe NM 87508	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Accelerant Specialty Insurance Company — 16890 **INSURER B :** Nutmeg Insurance Company — 39608 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1911549906 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			S0141PK000127	3/28/2026	3/28/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			14UECAG2846	3/28/2026	3/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

REF: July 9-12 2026

Certificate holder is additional insured with respects to general liability as required by written contract subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:

1. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
2. "Personal and advertising injury";

caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

B. The insurance afforded to such additional insured described in Paragraph **A.** of this endorsement:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

1. Legal, accounting or advertising services;
2. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
3. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
4. Engineering services, including related supervisory or inspection services;
5. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
6. Any health or therapeutic service treatment, advice or instruction;
7. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
8. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
9. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
10. Body piercing services;
11. Services in the practice of pharmacy;
12. Law enforcement or firefighting services; and
13. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

 © Insurance Services Office, Inc., 2018

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.**; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Lic. No./Appl. No.: BLA-16579
Name of Applicant: Raices y Sazon LLC
Doing Business As: Raices y Sazon
Proposed Location: 3565 Cerrillos Rd. Santa Fe, NM 87507

THIS MATTER came before the Liquor License Hearing Officer for public hearing on **June 4, 2026** at 4:00 PM by video hearing, on the application of **Raices y Sazon LLC** (Applicant) for:

1. Pursuant to Sec. 60-6B-10NMSA 1978 consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Raices y Sazon, 3565 Cerrillos Rd. which is within 300 feet of Iglesia del Evangelio Church which is located at 3575 Cerillos Road.
2. If the waiver of the 300 foot location restriction is granted, consideration of a request for a Restaurant A (Beer and Wine) Liquor License with on-premises consumption only to be located at Raices y Sazon, 3565 Cerillos Rd, Santa Fe, NM 87507.

The Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law.

After reviewing the record, conducting a public hearing and having provided an opportunity to be heard from city staff, the Applicant and any interested persons, the Hearing Officer hereby proposes that the Governing Body find as follows:

FINDINGS OF FACT

1. Staff submitted a packet containing the following, which was reviewed by the Hearing Officer and relied on in making these findings:

    a. May 21, 2026 memo from Emily Aragon, Constituent Services Specialist.
    b. March 27, 2026 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Trinidad Alderete to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. (NMRLD/AGD) Restaurant A Intake Application.
    d. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website)

e. Application supplemental information.
f. City checklist.
g. May 11, 2026 letter from Jason D. Sena, Enforcement Division Manager, stating it is not anticipated that there will be a substantial change in litter and noise because of this request.
h. History from Final Audit Report.

2. City Clerk staff member Emily Aragon presented the application.
3. Applicant was represented by Melany Melendez.
4. No members of the public appeared to testify.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the *Santa Fe New Mexican*, which is a newspaper of general circulation within the territorial limits of the governing body, on May 6 and May 13, 2026 and on the City's website.
6. The application is for:
    a. Pursuant to Sec. 60-6B-10NMSA 1978 consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Raices y Sazon, 3565 Cerrillos Rd. which is within 300 feet of Iglesia del Evangelio Church which is located at 3575 Cerillos Road.
    b. If the waiver of the 300 foot location restriction is granted, consideration of a request for a Restaurant A (Beer and Wine) Liquor License with on-premises consumption only to be located at Raices y Sazon, 3565 Cerillos Rd, Santa Fe, NM 87507.
7. There is no record of violations.
8. The location is expected to be open Monday, Tuesday, Thursday, Sunday 10am – 9pm, Friday and Saturday 10am – 10pm.
9. Traffic is not expected to significantly increase, and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
10. The proposed location is not expected to cause a substantial change in litter or noise.
11. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
12. The applicant is in compliance with all Land Use Codes, and issuance or transfer will not be in violation of a zoning or other ordinance of the governing body, once applicant complies with conditions of approval.
13. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
14. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Hearing Officer CONCLUDES:

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to s specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423
3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. Applicant is required to comply with all City of Santa Fe ordinances.

WHEREFORE, the Liquor License Hearing Officer recommends to the Governing Body that the Application be **APPROVED**.

/s/ Renee Barela-Gutierrez Date: 06/5/2026
Renee Barela-Gutierrez

DATE: May 21, 2026

TO: Renee Barela-Gutierrez, Liquor Hearing Officer

VIA: Geralyn F. Cardenas, City Clerk/Director of Community Engagement

FROM: Emily Aragon, Constituent Services Specialist

ITEM & ISSUE:
Request from Raices y Sazon, LLC regarding a Restaurant A (Beer & Wine) Liquor License with on-premises consumption only to be located at Raices y Sazon, 3565 Cerrillos Rd., Santa Fe, NM 87507. The proposed location is within 300 feet of Iglesia del Evangelio Church, 3575 Cerrillos Rd., Santa Fe, NM 87507.

Attached are staff reports regarding litter, noise, and traffic. Staff does not anticipate a substantial change in litter and noise, or any unacceptable traffic impacts due to the approval of this request.

Additionally, as a condition of doing business in the city, staff recommends that it be noted that the applicant is required to comply with all city ordinances.

ACTION REQUESTED:
Consideration of the above request

Attachments:
Alcoholic Beverage Control Application
Notice of Public Hearing and Publications
Reminder Letter to Applicant
Staff Reports

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday June 4, 2026.

The purpose of this hearing is to discuss a request from Raices y Sazon for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300foot location restriction to allow the sale of alcohol at Raices y Sazon, 3565 Cerrillos Rd., which is within 300 feet of Iglesia del Evangelio Church, 3575 Cerrillos Rd.

b) If the waiver of the 300-foot location restriction is granted, consideration of a request for a Restaurant A (Beer & Wine) Liquor License with On-Premises Consumption Only, to be located at Raices y Sazon, 3565 Cerrillos Rd.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at https://santafenm.portal.civicclerk.com/.

Xavier Vigil
Assistant City Clerk
(On Behalf of City Clerk:Geralyn F. Cardenas)

Received by The Santa Fe New Mexican
Date: 5/1/26

To Be Published: 5/6/2026 AND 5/13/2026

By _____
The Santa Fe New Mexican (Signature)

LEGAL #95255

CITY OF
SANTA FE
NOTICE OF
PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday June 4, 2026.

The purpose of this hearing is to discuss a request from Raices y Sazon for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Raices y Sazon, 3565 Cerrillos Rd., which is within 300 feet of Iglesia del Evangelio Church, 3575 Cerrillos Rd.

b) If the waiver of the 300-foot location restriction is granted, consideration of a request for a Restaurant A (Beer & Wine) Liquor License with On-Premises Consumption Only, to be located at Raices y Sazon, 3565 Cerrillos Rd.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at http://santafenm.portal.civicclerk.com/

PUB.: May 6, 13, 2026

Santa Fe New Mexican

Publication Logo Unavailable

Publication Name:
Santa Fe New Mexican

Publication URL:

Publication City and State:
Santa Fe, NM

Publication County:
Santa Fe

Notice Popular Keyword Category:

Notice Keywords:
liquor hearing

Notice Authentication Number:
202605211556194768242
1072174082

Notice URL:

Back

Notice File:	Notice Publish Date:
DA-0513-118038_b6c5796a-aaa4-4ece-8fcc-9d65d10f4f75.pdf	Wednesday, May 13, 2026

Notice Content

PLEASE NOTE: *The following text was electronically converted from the PDF document above, and may not be 100% accurate. Because of this, please view the PDF for the most accurate information.*

LEGAL #95255 CITY OF SANTA FE NOTICE OF PUBLIC HEARING Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday June 4, 2026. The purpose of this hearing is to discuss a request from Raices y Sazon for the following: a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Raices y Sazon, 3565 Cerrillos Rd., which is within 300 feet of Iglesia del Evangelio Church, 3575 Cerrillos Rd. b) If the waiver of the 300-foot location restriction is granted, consideration of a request for a Restaurant A (Beer & Wine) Liquor License with OnPremises Consumption Only, to be located at Raices y Sazon, 3565 Cerrillos Rd. Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at http ://santafenm.portal. civicclerk.com/.

Web display limited to 1,000 characters. Please view the PDF for the complete Public Notice.

Back

Michael J. Garcia, Mayor

VIA EMAIL: melanymenendez84@gmail.com

05/21/2026

Raices y Sazon, LLC
3565 Cerrillos Rd.
Santa Fe, New Mexico 87507

RE: Request from Raices y Sazon, LLC for a Restaurant A (Beer & Wine) Liquor License with on premises consumption to be located at Raices y Sazon, 3565 Cerrillos Rd., Santa Fe, NM 87507.

Good day,

The public hearing before the City of Santa Fe's Liquor Hearing Officer for the above referenced request has been scheduled for Thursday, June 4, 2026, at 4:00 p.m. This will be a virtual hearing via Zoom. You will be provided with the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their June 10, 2026, meeting.

Attached is a copy of the Notice of Public Hearing.

Should you have any questions, or require anything further from our office, please do not hesitate to call me at 505-955-6521.

Sincerely,

Geralyn F. Cardenas
City Clerk

ema

City Council

Alma G. Castro, District 1
Patricia Feghali, District 1
Elizabeth "Liz" Barrett, District 2
Paul C. Bustamante, District 2
Lee Garcia, Mayor Pro Tem, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Applicant: Raices y Sazon, LLC 505-930-5433 (Melany Menendez) **Proposed Location**: 3565 Cerrillos Rd.

(FOR CITY USE ONLY)

Based on the information provided and review of City Reports, staff has found the following in accordance with Ordinance (4-4.3):

Geographic Information System Mapping (GIS) Department

☐ Yes, this business is located within three hundred (300) feet of a church and/or school. *A waiver of the 300 foot location restriction will be requested.*

☑ No, this business is not located within three hundred (300) feet of a church and/or school.

(Please see attached map indicating whether the proposed licensed premise is within three hundred (300) feet of a church and/or school.)

Business Licensing Department

☑ Yes, the requesting business has a business license issued by the City of Santa Fe. License #1006409.

☐ No, the requesting business does not have a business license issued by the City of Santa Fe.

Code Enforcement Department

☑ Yes, the applicant is in compliance with all Land Use Codes.

☐ No, the applicant is not in compliance with Land Use Code(s).

*Note: N/A

*(Please also provide a Code Enforcement Report related to Litter and Noise of the requesting business location.)

Verification Completed By: Jason D. Sena

Title: Enforcement Manager

Date: May 5, 2026

Traffic Engineering Department

☐ Yes, it appears that the approval of this request will create unacceptable traffic impacts.

*Note: N/A

☑ No, it does not appear that this request will create any unacceptable traffic impacts.

Verification Completed By: MARCOS ESQUIBEL

Title: Interim Complete Streets Division Director

Date: May 5, 2026

City of Santa Fe Fire Department

☑ Yes, the applicant is in compliance with all Fire Codes.

☐ No, the applicant is not in compliance with Fire Code(s).

*Note: No violation for the property confirmed by DFM Jason Tapia on 05/04/2026.

No violation for the property confirmed by DFM Jason Tapia on 05/04/2026.

Verification Completed By: GERONIMO GRIEGO (May 5, 2026 08:28:29 MDT)

Title: Fire Marshal

Date: May 5, 2026

Applicant Supplemental Information Form

1. Name of Applicant: Melany Menendez
   D/B/A Name to be used: Raices y Sazon
   Proposed License Location: 3565 Cerrillos Rd
   Telephone number: 505-930-5433
   Email: melanymenendez84@gmail.com

2. **Type of liquor license request:**
   - [X] New License (indicate type: Restaurant A (Beer and wine))
   - [ ] Transfer of location (indicate type: _____)
   - [ ] Transfer of ownership (indicate type: _____)
   - [ ] Transfer of ownership and location (indicate type: _____)

3. **Are alcoholic beverages currently being dispensed at the proposed location?**
   - [ ] Yes (If yes, License # and Type: _____)
   - [X] No

4. **Were alcoholic beverages previously dispensed by the requesting business?**
   - [ ] Yes (If yes, License # and address where alcohol was being dispensed: _____)
   - [X] No

5. **Does this business have any record of violation?**
   - [ ] Yes (If yes, please explain: _____.)
   - [X] No

6. **What are the current/previous and proposed hours of operation of this business?**
   Current/Previous Hours of Operation: Mon, Tues, Thurs - 10am - 9pm. Friday + Sat 10am - 10pm Sun: 9am - 9pm
   Proposed Hours of Operation: Stays the same

7. **Is an outdoor seating/patio area included in the licenses premise?**
   - [ ] Yes (If yes, is the area fully enclosed? [ ] Yes [ ] No)
   - [X] No

8. **What, if any, are the anticipated peak days and times at the proposed business location?**

What days? Thursday, Friday, Saturday and Sunday.

What times? Thurs: evening, Friday evening, Sat + Sun - all day.

9. **Do you have a business license with the City of Santa Fe?**

☐ Yes (If yes, what is your License #? 2025-45229-cert

☐ No (*Please contact the Business Licensing Department at 505-955-6551 to obtain a business license.*)

10. **Do you have a posted occupant load issued by the City of Santa Fe Fire Department?**

☐ Yes (If yes, what is your occupant load issued for your business? 90)

☐ No (*Please contact the City of Santa Fe Fire Department - 505-955-3310 to schedule your inspection*)

11. **Have you been issued a Certificate of Compliance from the City of Santa Fe Fire Department?**

☐ Yes (If yes, what is the date the Certificate was issued? 9/11/25)

☐ No (*Please contact the City of Santa Fe Fire Department - 505-955-3310 to schedule your inspection*)

12. **Please indicate the anticipated daily occupant load due to the sale of alcohol at this location:**

_____.

13. **Please indicate the anticipated change in business volume due to the sale of alcohol and explain:**

☐ Business is expected to increase (additional number of customers per day: _____).

☐ Business is expected to decrease (loss of customers per day: _____).

☒ Business is expected to remain the same.

* Please explain your answer: _____

_____.

14. **Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved and explain:**

☐ Traffic can be expected to increase on adjacent streets.

☒ Traffic will not increase on adjacent streets.

* Please explain your answer: _____

_____.

Name of person completing this form: Melany Menendez

Telephone number: 505-603-7642

Date: 4/27/26

DATE: May 11, 2026

TO: Maggie Moore
Maggie R. Moore, Assistant Planning & Land Use Department Director

VIA: Jason D. Sena

FROM: Jason D. Sena, Enforcement Manager

ITEM & ISSUE : Litter and noise impact assessment,due to a request from Raices y Sazon, for the following:

a) a) Pursuant to §60-68-10 NMSA 1978, consideration of a waiver of the 300foot location restriction to allow the sale of alcohol at Raices y Sazon, 3565 Cerrillos Rd., which is within 300 feet of Iglesia del Evangelic Church, 3575 Cerrillos Rd.

b) If the waiver of the 300-foot location restriction is granted, consideration of a request for a Restaurant A (Beer & Wine) Liquor License with On-Premises Consumption Only, to be located at Raices y Sazon, 3565 Cerrillos Rd.

BACKGROUND AND SUMMARY
It is not anticipated that there will be a substantial change in litter and noise because of this request.

Raices y Sazon

Final Audit Report 2026-05-13

Created:	2026-05-11
By:	Jason Sena (jdsena@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbaghQeynpkbKjNliwhdhelqjil7YxHWg

"Raices y Sazon" History

Document created by Jason Sena (jdsena@santafenm.gov)
2026-05-11 - 3:17:23 PM GMT- IP address: 63.232.20.2

Document emailed to MARGARET MOORE (mrmoore@santafenm.gov) for signature
2026-05-11 - 3:17:59 PM GMT

Email viewed by MARGARET MOORE (mrmoore@santafenm.gov)
2026-05-11 - 3:26:58 PM GMT- IP address: 63.232.20.2

Email viewed by MARGARET MOORE (mrmoore@santafenm.gov)
2026-05-13 - 4:40:27 PM GMT- IP address: 63.232.20.2

Document e-signed by MARGARET MOORE (mrmoore@santafenm.gov)
Signature Date: 2026-05-13 - 4:40:55 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-05-13 - 4:40:55 PM GMT

CATEGORY Specific Use	RR	R-1 - R-6	R-7 - R-9	R-7 - I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Bar, cocktail lounge, nightclub, no outdoor entertainment								S [3,10]	S [3]		P*			P	P	P		P*	P*	P*	P [2]	
Bar, cocktail lounge, nightclub, with outdoor entertainment								S [3,10]	S [3]		P*			P*	P*	P*		P*	P*	P*	P* [2]	
Restaurant - full service, with or without incidental alcohol service								S [3,10]	S [3]		P			P	P	P	S	P	P	P	P	
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area.								S [3,10]	S* [3]		P*			P*	P	P		P*	P*	P*	P* [2]	
Restaurant - Fast service/take-out, no drive-through/drive-up								S [3,10]		P [4]	P	P [4]		P	P	P	S	P	P	P	P	
Restaurant - with drive-through/drive-up											P*			P*	P*	P*	S	P*	P*	P*	P* [2]	

CITY OF SANTA FE

The Purchasing Memo

Date: May 15, 2026

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

From: Alan Hook, Water Resources Coordinator

Via: Jesse Roach, Interim Public Utilities Director
Jonathan Montoya, Interim Water Division Director

Subject: Joint Funding Agreement with USGS

Vendor Name: US Department of Interior (USGS) (NM)

Munis Vendor Number: 2784

ITEM AND ISSUE:

The City of Santa Fe Water Division respectfully requests your review and approval of a Exempt contract in the total amount of $ 135,137.00 excluding tax for continuation of a joint study between the City of Santa Fe and U.S Geological Survey (USGA) for a term of 2 years with US Department of Interior (USGS) (NM).

CONTRACT NUMBER:

The FY26 Munis contract number is: NA

BACKGROUND AND SUMMARY:

The Joint Funding Agreement (JFA), 26RGJFA30, is for the continuation of a joint study between the City of Santa Fe and the U.S. Geological Survey (USGS). The agreement calls for the USGS to continue with these activities:

1. Operate streamflow gages at Santa Fe River above McClure Reservoir and Santa Fe River above Cochiti.
2. Operate and maintain 11 water-level recorders at SF1, SF2, Buckman, and Las Campanas well nests and bi-monthly water level measurements at SF-3C, SF-4C, and SF-5C.

The JFA amount is $208,679.00, of which $135,137.00 will be provided by the City of Santa Fe and $73,542.00 will be provided by the USGS New Mexico Water Science Center (NMWSC). This funding amount includes $42,366 provided by the City of Santa Fe and $24,516 provided by NMWSC for streamflow gaging & groundwater-level monitoring between Nov. 12, 2025, to June 30, 2026, due to the federal government furlough and negotiations to eliminate certain groundwater well maintenance & monitoring. Furthermore, the term of the agreement was negotiated to begin and end following the state & local fiscal year, instead of the federal fiscal year.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WTRMGMNT / 505

Munis Org Name/Number: Wtr Rsrcs / 5050387

Munis Object Name/Number: Svc Cntr / 510310

Budget Officer / Designee: Andy Hopkins **Date:** 05/15/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 05/18/2026

AP
AP (May 15, 2026 14:10:11 MDT)

CPO Comment/Exceptions: 98(A) Government to Government

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:

CPO Service Determination Email
Procurement document: Exemption Determination/Email
Vendor's Quote
Certificate of Liability Insurance (COI)

United States Department of the Interior
U.S. GEOLOGICAL SURVEY
New Mexico Water Science Center
6700 Edith Blvd. NE Bldg. B
Albuquerque, NM 87113

To whom it may concern:

Re: Proof of Liability Insurance for the US Geological Survey

This is to acknowledge that under the Federal Tort Claims Act, the federal government acts as a "self-insurer" and recognizes liability for the negligent or wrongful acts or omissions of its employees acting within the scope of their official duties. The United States is liable to the same extent an individual would be in like circumstances. The statute substitutes the United States as the defendant in such a suit, and the United States, not the individual, bears any resulting liability. The "self-insurance rule" dates to the 19th Century and has been stated and applied in numerous decisions of the Comptroller General and the Comptroller of the Treasury. (The United States Government Accountability Office, Principles of Federal Appropriations Law, Volume I, Chapter 4, Section C.10.a.)

The Federal Employees Compensation Act provides the exclusive remedy for federal employee injury or death pursuant to their official duty.

The Contract Disputes Act provides the exclusive remedy for all claims arising from a contract, written or implied.

JUSTIN HAGERTY
Digitally signed by JUSTIN HAGERTY
Date: 2026.05.13 16:38:32 -06'00'

Justin Hagerty
Director, New Mexico Water Science Center

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000333
Agreement #: 26RGJFA30
Project #: RG00GVC
TIN #: 85-6000168

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the July 1, 2026, by the U.S. GEOLOGICAL SURVEY, New Mexico Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF SANTA FE party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project to continue with these activities; 1) operate streamflow gages at Santa Fe River above McClure Reservoir and Santa Fe River above Cochiti; and 2) operate and maintain continuous water-level recorders at 11 sites associated with the SF1, SF2, Buckman, and Las Campanas well nests and to continue to make bi-monthly water-level measurements at SF-3C, SF-4C, and SF-5C, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $73,544 by the party of the first part during the period July 1, 2026 to June 30, 2028

(b) $135,134 by the party of the second part during the period July 1, 2026 to June 30, 2028

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000333
Agreement #: 26RGJFA30
Project #: RG00GVC
TIN #: 85-6000168

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jeff Cordova
Address: 6700 Edith Blvd NE
Albuquerque, NM 87113
Telephone: (505) 350-4174
Fax:
Email: jcordova@usgs.gov

Customer Technical Point of Contact

Name: Mr. Alan G. Hook
Address: 801 W. San Mateo Rd
Santa Fe, NM 87504
Telephone: (505) 955-4205
Fax:
Email: aghook@santafenm.gov

USGS Billing Point of Contact

Name: Esther Torrez
Address: 6700 Edith Blvd NE
Albuquerque, NM 87113
Telephone: (505) 418-6073
Fax:
Email: mvaldez@usgs.gov

Customer Billing Point of Contact

Name: Josefa Bolden
Address: 804 W. San Mateo Rd
Santa Fe, NM 87504
Telephone: (505) 469-5484
Fax:
Email: jxbolden@santafenm.gov

U.S. Geological Survey
United States
Department of Interior

Signature

By ANNE TILLERY Digitally signed by ANNE TILLERY Date: 2026.05.14 15:11:13 -06'00' **Date: 05/14/2026**
Name: Anne Tillery
Title: Acting Director, New Mexico Water Science Center

City of Santa Fe

Signatures

By Marcos Martinez Marcos Martinez (May 15, 2026 09:36:10 MDT) **Date:** May 15, 2026
Name: Marcos Martinez
Title: City Attorney

By ANDREA PHILLIPS (May 18, 2026 14:54:00 MDT) **Date:** 05/18/2026
Name: Andrea Phillips
Title: Interim City Finance Director

By _____ **Date:** _____
Name: Michael Garcia
Title: Mayor

By _____ **Date:** _____
Name: Geralyn Cardenas
Title: City Clerk

Project Funding and Costs
July 1, 2026-June 30, 2027

Total Funding
$104,339

City of Santa Fe $67,567

U.S. Geological Survey $36,772

Funding Breakdown by Program Element

Program Element

Streamflow gages

Streamflow gages		**State FY 2027 July 1, 2026 – June 20, 2027**		
Station Number	**Station Name**	**Santa Fe**	**USGS**	**Total**
08315480	Santa Fe River above McClure Reservoir	$18,156.50	$10,917.00	$29,073.50
08317200	Santa Fe River above Cochiti Lake	$18,156.50	$10,917.00	$29,073.50
		$36,313.00	$21,834.00	$58,147.00
Total Streamflow gages 2027				**$58,147.00**

Groundwater-level monitoring

Water-level monitoring		**State FY 2027 July 1, 2026 – June 20, 2027**		
		Santa Fe	**USGS**	**Total**
	Operation and maintenance of 11 water-level recorders at SF1, SF2, Buckman, and Las Campanas well nests and bi-monthly water-level measurements at SF-3C, SF-4C and SF-5C.	$31,254.00	$14,938.00	$46,192.00
		$31,254.00	$14,938.00	$46,192.00
Total Water-level monitoring 2027				**$46,192.00**

Project Funding and Costs
July 1, 2027-June 30, 2028

Total Funding
$104,339

City of Santa Fe $67,567

U.S. Geological Survey $36,772

Funding Breakdown by Program Element

Program Element

Streamflow gages

Streamflow gages		**State FY 2028 July 1, 2027 – June 20, 2028**		
Station Number	**Station Name**	**Santa Fe**	**USGS**	**Total**
08315480	Santa Fe River above McClure Reservoir	$18,156.50	$10,917.00	$29,073.50
08317200	Santa Fe River above Cochiti Lake	$18,156.50	$10,917.00	$29,073.50
		$36,313.00	$21,834.00	$58,147.00
Total Streamflow gages 2028				**$58,147.00**

Groundwater-level monitoring

Water-level monitoring		**State FY 2028 July 1, 2027 – June 20, 2028**		
		Santa Fe	**USGS**	**Total**
	Operation and maintenance of 11 water-level recorders at SF1, SF2, Buckman, and Las Campanas well nests and bi-monthly water-level measurements at SF-3C, SF-4C and SF-5C.	$31,254.00	$14,938.00	$46,192.00
		$31,254.00	$14,938.00	$46,192.00
Total Water-level monitoring 2028				**$46,192.00**

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New Mexico Water Science Center
DUNS 025287520
6700 Edith Blvd. NE Bldg B
Albuquerque, NM 87113

May 14, 2026

Alan G. Hook
Water Resources and Conservation Section
City of Santa Fe
801 West San Mateo
P.O. Box 909
Santa Fe, NM 87504-0909

Dear Mr. Hook,

Enclosed is Joint Funding Agreement (JFA), 26RGJFA30 for the period July 1, 2026 to June 30, 2028. The JFA is for the continuation of a joint study between the City of Santa Fe and the U.S. Geological Survey (USGS). The agreement calls for the USGS to continue with these activities: 1) operate streamflow gages at Santa Fe River above McClure Reservoir and Santa Fe River above Cochiti; and 2) operate and maintain continuous water-level recorders at 11 sites associated with the S1, S2, Buckman, and Las Campanas well nests and to continue to make bi-monthly water-level measurements at SF-3C, SF-4C, and SF-5c.

The JFA amount is $208,678, of which $135,134 will be provided by the City of Santa Fe and $73,544 will be provided by the USGS New Mexico Water Science Center (NMWSC).

If you concur, please sign and return a copy of the JFA to this office for processing. Work performed with funds from this agreement will be conducted on a fixed price basis. The City of Santa Fe will be billed quarterly for work completed as part of the agreement.

If you have any questions concerning the streamflow gages on this project, please call Mr. Jeff Cordova at (505) 830-7985. If you have any questions concerning the groundwater-level monitoring on this project, please call Mr. Erik Storms at (505) 830-7925. Administrative questions should be addressed to Ms. Esther Torrez at (505) 418-6073.

Sincerely,

ANNE TILLERY

Digitally signed by ANNE TILLERY
Date: 2026.05.14 15:10:44 -06'00'

Anne Tillery
Acting Director

From: DUTTON-LEYDA, TRAVIS K.
To: BRITT, AMANDA P.; Purchasing DET
Cc: HOOK, ALAN G.; SCHNEIDER, WILLIAM H.; RADOSAVLJEVIC, ANDREA I.
Subject: Re: Federal Joint Funding Agreement
Date: Wednesday, May 13, 2026 5:12:06 PM
Attachments: image.png
Outlook-ceny31pk.png

Hi Amanda, government to government contracts are exempt.

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

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:
[ERP] https://cityofsantafenm.tylerportico.com/va/vendor-access
[OpenGov - eProcurement] https://procurement.opengov.com/portal/santafenm
[Additional opportunities] https://www.withpavilion.com/

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

Chart, text

"Unless someone like you cares a whole awful lot, nothing is going to get better. It's not."
— Dr. Seuss, The Lorax

From: BRITT, AMANDA P. <apbritt@santafenm.gov>
Sent: Wednesday, May 13, 2026 3:35:47 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: HOOK, ALAN G. <aghook@santafenm.gov>; SCHNEIDER, WILLIAM H. <whschneider@santafenm.gov>; RADOSAVLJEVIC, ANDREA I. <airadosavljevic@santafenm.gov>
Subject: Federal Joint Funding Agreement

Travis,
Can you please provide a determination on the below scope of work pertaining to streamflow gaging & groundwater monitoring under a Joint Funding Agreement with USGS & City of SFe?

USGS Statement of Work by Program Element

USGS Joint Funding Agreement is an Exempt Procurement under NMSA 1978, Section 13-1-98 A.

Program Elements:

USGS Streamflow gages

Streamflow gages	**City of Santa Fe FY 2027 July 1, 2026 - June 30, 2027**
Station Number	**Station Name**
08315480	Santa Fe River above McClure Reservoir
08317200	Santa Fe River above Cochiti Lake

USGS Groundwater-level monitoring

Water Level monitoring		**City of Santa Fe FY 2027 July 1, 2026 - June 30, 2027**		
Groundwater Wells	Operation and maintenance of 11 water-level recorders at SF1, SF2, Buckman, and Las Campanas well nests and bi-monthly water-level measurements at SF-3C, SF-4C and SF-5C			

Thank you,

Amanda P. Britt
Contracts Administrator
City of Santa Fe
Public Utilities Admin.
apbritt@santafenm.gov
Desk (505) 955-4355

CITY OF SANTA FE

CITY OF SANTA FE

Date: May 14, 2026

To: Mayor Michael Garcia and Governing Body
Finance Committee
Public Works and Utilities Committee

Via: JOHN BURNETT (May 15, 2026 10:07:30 MDT)
Sam Burnett, Interim Public Works Department Director
Marcos Esquibel, Interim Complete Streets Division Director MARCOS ESQUIBEL
Carol Swenson, Public Works Business Operations Manager YVONNE SWENSON (May 14, 2026 15:48:34 MDT)

From: Romella Glorioso-Moss, PhD, CPM, AICP Capital Projects Manager RGM

ITEM AND ISSUE:
Request for Approval of a Cooperative Project Agreement with Federal Highway Administration via the New Mexico Department of Transportation to Construct Phase 1 of S100880 Rail Trail Intersection Improvements Project in the Total Amount of $300,000 through December 31, 2028. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Request for Approval of a Budget Adjustment Request (BAR) to Allocate Grant Proceeds of $256,320 to Complete Streets FY26 Revenue and Expenses.

BACKGROUND AND SUMMARY:
This memorandum requests acceptance of federal funding in the amount of $300,000 to support trail crossing safety improvements at at-grade crossings along the Rail Trail.

Of the total project cost, the Federal Highway Administration's share is $256,320. The required local match of $43,680 will be funded through road impact fees, bringing the total cooperative project funding to $300,000.

Phase 1 will construct crossing improvements at two locations: an approximately 45-foot crossing at Second Street and a 50-foot crossing at Siringo Road. Future phases may include additional crossings at Paseo de Peralta and Rodeo Road, subject to funding availability.

Engineering design for the project began in 2022 and has been funded through the 2014 General Obligation Bond and state funding sources. The project is currently at the 30% design stage. Final design is anticipated to be completed and submitted for review by the New Mexico Department of Transportation and the Federal Highway Administration by the end of the calendar year.

Per the funding agreement, the City will be responsible for any project costs that exceed the awarded federal funds. This project is eligible for up to $1.5M in road impact fee funding to cover the local match and any potential cost overruns.

Approval of this funding will allow the City to advance critical safety improvements along the Rail Trail and position the project for timely construction upon completion of final design and agency approvals.

The funding source is: NM Department of Transportation S100880
Munis Org Name/Number: CIP ORG/3309980
Munis Expenditure Object Name/Number: WIP Construction/572970
Munis Revenue Object Name/Number: NM DOT/490150
Project Ledger Number: CIP2633002

If the project is grant funded? List grant award number*:* S2651

Grant Manager / Accounting Officer Approval: ERIKA LUJAN ERIKA LUJAN (May 18, 2026 08:38:49 MDT) **Date:** 05/18/2026
Comment/Exceptions: _____

Budget Officer Approval: Andy Hopkins **Date:** 05/15/2026
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☒Yes | ☐ No

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No
If yes -> ☐Repair | ☐ Replacement

Please explain: _____

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

Anticipated length of project: 2-3 years

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

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

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

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

Comment & Exceptions:_____

Department Contract Administrator Contact Info:

ATTACHMENTS:

Grant Agreement signed by Legal
BAR
Project Ledger

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

Contract No.:
Vendor No.: **0000054360**
Control No.: **S100880**

COOPERATIVE PROJECT AGREEMENT – CONSTRUCTION

The **New Mexico Department of Transportation** (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100880 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Construction Work is as follows:

1. **FFY 2026 RECREATIONAL TRAILS PROGRAM(RTP) Funds**
   Department's 85.44% share $256,320
   To Install trail crossing safety improvements for at-grade crossings of the Rail Trail. Phase 1 will install crossing improvements for the approximately 45 ft span across Second Street and the 50 ft span across Siringo Rd in Santa Fe. Future phases could include Paseo de Peralta and Rodeo Road.. (Description as per STIP database, this agreement only pertains to the Construction Work portion of Project Control No. S100880.)
2. **City's matching 14.56% share** $43,680
   For the purpose stated above.
3. **The Total Project Funding for Construction Work** $300,000

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.

c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.

d. The Local Agency is responsible for all Project costs that exceed federal funding.

e. The Local Agency must repay certain federal funding to the Department if:

1. The Project is cancelled.
2. An audit determines an overpayment or federal funds were used for ineligible cost items.
3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

3. Federal, State and Department Requirements.
By entering into this Agreement, the Local Agency certifies and agrees to comply with any applicable Federal and State laws and regulations, and terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 20, Lobbying Certification
d. 49 CFR Part 29, Governmentwide Debarment and Suspension (Non-procurement) and Governmentwide Debarment and Suspension (Grants) and Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: https://www.dot.nm.gov/business-support/project-oversight-division/t-lpa-documents-and-information/
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.
This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on 12/31/2028. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.
The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in writing to the Department, which will be fully considered.

6. Third Party Beneficiary.
This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.
Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties, and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed,

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Katrina Quintana
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: (505) 699-7584
E-mail: Katrina.Quintana@dot.nm.gov

District T/LPA Coordinator
Sean Brady
T/LPA Coordinator
New Mexico Department of Transportation
7315 Cerrillos Road
Santa Fe, NM 87505
Office: (505) 819-9796
E-mail: Sean.Brady@dot.nm.gov

Construction Liaison Engineer
James Malcom
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1120 Cerrillos Rd
Santa Fe, NM 87504
Office: (505) 470-9439
E-mail: James.Malcom@dot.nm.gov

Local Agency
Romella Glorioso-Moss
Captial Projects Manager
City of Santa Fe
737 Agua Fria St
Santa Fe, New Mexico 87507
Office: 505-955-6623
E-mail: rsglorioso-moss@santafenm.gov

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Signed by: Samuel Roybal 57B9FC4FE09B464... Date: 04/23/26
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: Kevin L. Nault Kevin L. Nault (May 4, 2026 08:57:03 MDT) Date: May 4, 2026
CITY OF SANTA FE Assistant Attorney

By: ANDREA PHILLIPS (May 18, 2026 15:51:50 MDT) Date: 05/18/2026
CITY OF SANTA FE Finance Director

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (UEI);	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement (Construction) Period of Performance Start and End Date;	**Start date: Please see date on approved Federal Highway form thru End Date: 12/31/2028.**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$256,320**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**To Install trail crossing safety improvements for at-grade crossings of the Rail Trail. Phase 1 will install crossing improvements for the approximately 45 ft span across Second Street and the 50 ft span across Siringo Rd in Santa Fe. Future phases could include Paseo de Peralta and Rodeo Road.**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

EXHIBIT B

Uniform Administrative Requirements and Audit
2 CFR § 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publicly available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Unique Entity Identifier (UEI) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- UEI number of the Local Agency and its parent organization if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.

2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:
   a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
   b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

   Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Complete Streets Division	5/4/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3309980	572970	CIP2633002	256,320	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT	3309980	490150	CIP2633002	(256,320)	
				$ 256,320	$ 256,320

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

Acceptance of $256,320 Construction Funding from NMDOT to the Rail Trail Intersection Improvement Project Phase A

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

Romella Glorioso-Moss — 5/4/2026
Prepared By *{print name}* — Date

YVONNE SWENSON (May 14, 2026 15:48:34 MDT)
Business Operations Manager Signature — Date

JOHN BURNETT (May 15, 2026 10:07:30 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 05/15/2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Rev. 3/26

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 04/27/2026

Project Title: Rail Trail Intersection Improvements Phase 1

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: CIP2633002

Grant ID: S2651

Approved By: ERIKA LUJAN
ERIKA LUJAN (May 1, 2026 09:49:23 MDT)

CMT (Finance Use Only)

Department: Public Works Project Manager: Romella Glorioso-Moss Ext: _____

Project Date Range: TBD to 12/31/2028 ☑ Create Fixed Asset

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

Funding Source: NMDOT S100880 % of Funding: 85.44

MUNIS ORG: 3309980 MUNIS OBJ: 490150 Awarded Amount: $256,320

Funding Source: IMPACT FEES % of Funding: 14.56

MUNIS ORG: 3309980 MUNIS OBJ: 660232 Awarded Amount: $43,680

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: CONSTRUCTION MUNIS ORG: 3309980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: NMDOT coop agree s100880 w/RTP funds Awarded Amount: $256,320

AR Charge Code: 3309980.490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): 20.205

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

GB_NMDOT_Cooperative_Agreement_&_BAR_(S100880_Rail_Trail_Improvements)

Final Audit Report 2026-05-18

Created:	2026-05-15
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYq3zywnhKx_OUi34vp1svOu_d_xWQlb4

"GB_NMDOT_Cooperative_Agreement_&_BAR_(S100880_Rail_Trail_Improvements)" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-05-15 - 8:19:31 PM GMT- IP address: 50.228.218.220

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-05-15 - 8:20:58 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-05-15 - 10:11:37 PM GMT- IP address: 104.47.64.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-05-15 - 10:12:13 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2026-05-15 - 10:12:16 PM GMT

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2026-05-18 - 2:38:49 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2026-05-18 - 2:38:52 PM GMT

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
Signature Date: 2026-05-18 - 9:51:50 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.
2026-05-18 - 9:51:50 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

Date: May 14, 2026

To: Mayor Michael Garcia and Governing Body /
Finance Committee
Public Works and Utilities Committee

Via: JOHN BURNETT (May 15, 2026 10:04:36 MDT)
Sam Burnett, Interim Public Works Department Director
Marcos Esquibel, Interim Complete Streets Division Director MARCOS ESQUIBEL
Carol Swenson, Public Works Business Operations Manager YVONNE SWENSON (May 14, 2026 15:50:53 MDT)

From: Romella Glorioso-Moss, PhD, CPM, AICP Capital Projects Manager RGM

ITEM AND ISSUE:
Request for Approval of a Cooperative Project Agreement with the Federal Highway Administration via the New Mexico Department of Transportation, to Design S100900 Acequia Trail Extension from Otowi to La Cieneguita in the Total Amount of $250,000 through December 31, 2028. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Request for Approval of a Budget Adjustment Request (BAR) to Allocate Grant Proceeds of $213,600 to Complete Streets FY26 Revenue and Expenses.

BACKGROUND AND SUMMARY:
This memorandum requests acceptance of $250,000 in federal funding to design a 0.5-mile extension of the Acequia Trail from Otowi Street to La Cieneguita Street. The Federal Highway Administration's share is $213,600, with the required $36,400 local match funded through road impact fees.

The Santa Fe Metropolitan Planning Organization (SFMPO) ranked this project highest for accessibility, mobility, integration, and connectivity. The extension will improve access to Maclovia Park, Hermanos Rodriguez Park, Salazar Elementary School, Ashbaugh Park, and downtown Santa Fe for nearby neighborhoods, including Maez, Gallegos, Rosina, Maclovia, and Declovina, which include significant low-income housing.

The project also addresses a critical transportation safety need. Between 2019 and 2023, the Santa Fe region experienced 63 pedestrian and bicycle crashes resulting in fatalities or serious injuries, concentrated along the Cerrillos Road corridor. Currently, pedestrians and bicyclists west of Maez Road must either travel significantly out of direction or use heavily trafficked roadways such as Cerrillos Road to access the trail system.

By extending the Acequia Trail as a physically separated facility, the project will provide a safer, more direct route for pedestrians and bicyclists, reduce exposure to high-traffic corridors, and close a critical gap in the City's trail network.

Under the funding agreement, the City will be responsible for any costs exceeding the federal award. The project is eligible for up to $1.65M in road impact fee funding to cover the local match and potential cost overruns.

Approval of this funding will advance a critical safety and connectivity project that supports equitable access and safer walking and bicycling throughout the community.

The funding source is: NM Department of Transportation S100900
Munis Org Name/Number: CIP ORG/3309980
Munis Expenditure Object Name/Number: WIP Design/572960
Munis Revenue Object Name/Number: NM DOT/490150
Project Ledger Number: CIP2633004

If the project is grant funded? List grant award number: S2654

Grant Manager / Accounting Officer Approval: ERIKA LUJAN ERIKA LUJAN (May 18, 2026 08:39:13 MDT) **Date:** 05/18/2026
Comment/Exceptions: _____

Budget Officer Approval: Andy Hopkins **Date:** 05/15/2026
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☐Yes | ☒ No

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No
If yes -> ☐Repair | ☐ Replacement

Please explain: _____

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

Anticipated length of project: 2-3 years

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

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

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

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

Comment & Exceptions:_____

Department Contract Administrator Contact Info: Amanda Archuleta, ajarchuleta@santafenm.gov, 505-955-6631.

ATTACHMENTS:

Grant Agreement signed by Legal
BAR
Project Ledger

Docusign Envelope ID: 2AC8394E-AA86-4416-A4A6-5DBE348F467F

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100900**

COOPERATIVE PROJECT AGREEMENT – DESIGN

The **New Mexico Department of Transportation** (Department), and the CITY OF SANTA FE (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100900 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2026 TRANSP ALTERNATIVES FLEX IIJA(TAPF) Funds**
   Department's 85.44% share $213,600
   Acequia Trail Extension for .5 miles from Otowi to La Cieneguita. T/LPA to design a new .5 mile extension of the multiuse Acequia Trail from Otowi Street to la Cieneguita Street. (Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No. S100900.)
2. **CITY's matching 14.56% share** $36,400
   For the purpose stated above.
3. **The Total Project Funding for Design Work** $250,000

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.
c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.
d. The Local Agency is responsible for all Project costs that exceed federal funding.
e. The Local Agency must repay certain federal funding to the Department if:
   1. The Project is cancelled.
   2. An audit determines an overpayment or federal funds were used for ineligible cost items.
   3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
   4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

   The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

Docusign Envelope ID: 2AC8394E-AA86-4416-A4A6-5DBE348F467F

3. Federal, State and Department Requirements.
By entering into this Agreement, the Local Agency certifies and agrees to comply with any applicable Federal and State laws and regulations, and terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 20, Lobbying Certification
d. 49 CFR Part 29, Governmentwide Debarment and Suspension (Non-procurement) and Governmentwide Debarment and Suspension (Grants) and Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: https://www.dot.nm.gov/business-support/project-oversight-division/t-lpa-documents-and-information/
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.
This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on 12/31/2028. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.
The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in writing to the Department, which will be fully considered.

6. Third Party Beneficiary.
This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.
Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties, and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed,

Docusign Envelope ID: 2AC8394E-AA86-4416-A4A6-5DBE348F467F

budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Katrina Quintana
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: (505) 699-7584
E-mail: Katrina.Quintana@dot.nm.gov

District T/LPA Coordinator
Sean Brady
T/LPA Coordinator
New Mexico Department of Transportation
7315 Cerrillos Road
Santa Fe, NM 87505
Office: (505) 819-9796
E-mail: Sean.Brady@dot.nm.gov

Construction Liaison Engineer
James Malcom
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1120 Cerrillos Rd
Santa Fe, NM 87504
Office: (505) 470-9439
E-mail: James.Malcom@dot.nm.gov

Local Agency
Romella Glorioso-Moss
Captial Projects Manager
CITY OF SANTA FE
737 Agua Fria St
Santa Fe, New Mexico 87507
Office: 505-955-6623
E-mail: rsglorioso-moss@santafenm.gov

Docusign Envelope ID: 2AC8394E-AA86-4416-A4A6-5DBE348F467F

12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

Docusign Envelope ID: 2AC8394E-AA86-4416-A4A6-5DBE348F467F

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Signed by: Samuel Roybal 57B9FC4FE09B464... Date: 04/15/26
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the CITY's Attorney

By: Kevin L. Nault Kevin L. Nault (May 4, 2026 08:59:08 MDT) Date: May 4, 2026
CITY OF SANTA FE Assistant Attorney

By: ANDREA PHILLIPS (May 18, 2026 15:55:13 MDT) Date: 05/18/2026
CITY OF SANTA FE Finance Director

Docusign Envelope ID: 2AC8394E-AA86-4416-A4A6-5DBE348F467F

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**CITY OF SANTA FE**
(ii) Public Entity's unique entity identifier (UEI);	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement (Construction) Period of Performance Start and End Date;	**Start date: Please see date on approved Federal Highway form thru End Date: 12/31/2028.**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$213,600**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**Acequia Trail Extension for .5 miles from Otowi to La Cieneguita. T/LPA to design a new .5 mile extension of the multiuse Acequia Trail from Otowi Street to la Cieneguita Street**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

Docusign Envelope ID: 2AC8394E-AA86-4416-A4A6-5DBE348F467F

EXHIBIT B

Uniform Administrative Requirements and Audit
2 CFR § 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publicly available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Unique Entity Identifier (UEI) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- UEI number of the Local Agency and its parent organization if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review
The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally funded project:

Docusign Envelope ID: 2AC8394E-AA86-4416-A4A6-5DBE348F467F

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.

2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:
   a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
   b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

   Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Complete Streets Division	5/12/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3309980	572960	CIP2633004	213,600	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT	3309980	490150	CIP2633004	(213,600)	
				$ -	$ -

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

Acceptance of $213,600 Design funding from NMDOT for Acequia Trail Ext Project (Otowi to La Cieneguita)

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

Romella Glorioso-Moss — 5/12/2026
Prepared By *{print name}* — Date

YVONNE SWENSON (May 14, 2026 15:50:53 MDT)
Business Operations Manager Signature — Date

JOHN BURNETT (May 15, 2026 10:04:36 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 05/15/2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Rev. 3/26

GB_New_Mexico_Department_of_Transportation_(S100900_-_Acequia_Trail)

Final Audit Report 2026-05-18

Created:	2026-05-15
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAce7wx26O4IZ-qaX1NoXaPWfP45jwFTUI

"GB_New_Mexico_Department_of_Transportation_(S100900_-_Acequia_Trail)" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-05-15 - 8:22:00 PM GMT- IP address: 50.228.218.220

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-05-15 - 8:23:34 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-05-15 - 10:12:25 PM GMT- IP address: 104.47.65.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-05-15 - 10:12:57 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2026-05-15 - 10:13:00 PM GMT

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2026-05-18 - 2:39:13 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2026-05-18 - 2:39:16 PM GMT

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
Signature Date: 2026-05-18 - 9:55:13 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.
2026-05-18 - 9:55:13 PM GMT

CITY OF SANTA FE

Date: May 14, 2026

To: Mayor Michael Garcia and Governing Body
Finance Committee
Public Works and Utilities Committee

Via: JOHN BURNETT (May 15, 2026 10:08:07 MDT)
Sam Burnett, Interim Public Works Department Director
Marcos Esquibel, Interim Complete Streets Division Director MARCOS ESQUIBEL
Carol Swenson, Public Works Business Operations Manager YVONNE SWENSON (May 14, 2026 15:46:20 MDT)

From: Romella Glorioso-Moss, PhD, CPM, AICP Capital Projects Manager RGM

ITEM AND ISSUE:
Request for Approval of a Cooperative Project Agreement with the Federal Highway Administration via the New Mexico Department of Transportation, to Conduct the Location Study Phases A and B for the S100890 St. Michael's Drive Reconstruction Project in the Total Amount of $400,000 through December 31, 2028. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Request for Approval of a Budget Adjustment Request (BAR) to Allocate Grant Proceeds of $341,760 to Complete Streets FY26 Revenue and Expenses.

BACKGROUND AND SUMMARY:
This memorandum requests acceptance of federal funding in the amount of $400,000 to conduct the Phase A and B Location Study for the S100890 St. Michael's Drive Reconstruction Project.

Of the total project cost, the Federal Highway Administration's share via New Mexico Department of Transportation is $341,760. The required local match of $58,240 will be funded through road impact fees, bringing the total cooperative project funding to $400,000.

St. Michael's Drive, from Cerrillos Road to Botulph Road, was originally constructed and expanded primarily to accommodate vehicular traffic. However, the anticipated traffic volumes for the built capacity of the roadway have never materialized, resulting in an overbuilt corridor that prioritizes vehicles at the expense of multimodal transportation. This condition has created safety concerns for all users. The roadway's wide configuration encourages high vehicle speeds, while pedestrians and bicyclists must frequently cross the high-speed corridor without adequate dedicated infrastructure.

In addition, St. Michael's Drive serves several key community destinations, including schools, a public library, the Rail Trail, and the Midtown Campus redevelopment project. The lack of bicycle infrastructure and safe pedestrian crossings limit multimodal accessibility, increases reliance on vehicles, and creates disparities in access for non-motorized users. This project

represents the first step toward reconfiguring the corridor by reducing the number of travel lanes from seven to five and incorporating bicycle and pedestrian improvements. The Phase A/B study will evaluate existing constraints and identify feasible design alternatives.

The scope of work includes completion of Phases A and B of the NMDOT Location Study Procedures. Phase A, the Initial Evaluation of Alternatives, verifies the need for action, develops a range of potential alternatives to address the identified needs, and eliminates alternatives that are clearly infeasible. Phase B, the Detailed Analysis of Alternatives, further evaluates and refines the alternatives advanced from Phase A. This phase includes development of conceptual engineering plans, right-of-way requirements, cost estimates, performance data, environmental and social impact analyses, and other supporting information.

Per the funding agreement, the City will be responsible for any project costs exceeding the awarded federal funding amount. This project is eligible for up to $23M in road impact fee funding to cover the required local match and any potential cost overruns.

Approval of this funding will allow the City to advance critical safety and multimodal improvements along the St. Michael's Drive corridor, a project of increasing importance in the context of the Midtown Campus redevelopment initiative.

The funding source is: NM Department of Transportation S100890
Munis Org Name/Number: CIP ORG/3309980
Munis Expenditure Object Name/Number: WIP Design/572960
Munis Revenue Object Name/Number: NM DOT/490150
Project Ledger Number: CIP2633003

If the project is grant funded? List grant award number: S2653

Grant Manager / Accounting Officer Approval: ERIKA LUJAN ERIKA LUJAN (May 18, 2026 08:38:21 MDT) **Date:** 05/18/2026
Comment/Exceptions: _____

Budget Officer Approval: Andy Hopkins **Date:** 05/15/2026
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☐Yes | ☒ No

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No
If yes -> ☐Repair | ☐ Replacement

Please explain: _____

Capital Project:

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

Anticipated length of project: 2-3 years

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

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

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

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

Comment & Exceptions: _____

Department Contract Administrator Contact Info:

ATTACHMENTS:

Grant Agreement signed by Legal
BAR
Project Ledger

Docusign Envelope ID: 20056FF1-6EE0-89B5-8380-EB973BBA8842

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100890**

COOPERATIVE PROJECT AGREEMENT – DESIGN

The **New Mexico Department of Transportation** (Department), and the CITY OF SANTA FE (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100890 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2026 CARBON REDCN PRG 50K-200K IIJA(CRPS) Funds Department's 85.44% share** $341,760
   St. Michaels Drive Reconstruction for 1.5 miles from milepost 0 to 1.5. Reconstruction of St. Michaels to address safety and multimodal concerns. Phase 1 A-B study to evaluate alternatives for reconstruction of 1.5 miles of St. Michael's Drive (NM 466) from milepost 0 to 1.5.. (Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No. S100890.)
2. **CITY's matching 14.56% share** $58,240
   For the purpose stated above.
3. **The Total Project Funding for Design Work** $400,000

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.
c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.
d. The Local Agency is responsible for all Project costs that exceed federal funding.
e. The Local Agency must repay certain federal funding to the Department if:
   1. The Project is cancelled.
   2. An audit determines an overpayment or federal funds were used for ineligible cost items.
   3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
   4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

   The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

Docusign Envelope ID: 20056FF1-6EE0-89B5-8380-EB973BBA8842

3. Federal, State and Department Requirements.
By entering into this Agreement, the Local Agency certifies and agrees to comply with any applicable Federal and State laws and regulations, and terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 20, Lobbying Certification
d. 49 CFR Part 29, Governmentwide Debarment and Suspension (Non-procurement) and Governmentwide Debarment and Suspension (Grants) and Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: https://www.dot.nm.gov/business-support/project-oversight-division/t-lpa-documents-and-information/
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.
This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on 12/31/2028. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.
The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in writing to the Department, which will be fully considered.

6. Third Party Beneficiary.
This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.
Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties, and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice

Docusign Envelope ID: 20056FF1-6EE0-89B5-8380-EB973BBA8842

from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Katrina Quintana
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: (505) 699-7584
E-mail: Katrina.Quintana@dot.nm.gov

District T/LPA Coordinator
Sean Brady
T/LPA Coordinator
New Mexico Department of Transportation
7315 Cerrillos Road
Santa Fe, NM 87505
Office: (505) 819-9796
E-mail: Sean.Brady@dot.nm.gov

Construction Liaison Engineer
James Malcom
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1120 Cerrillos Rd
Santa Fe, NM 87504
Office: (505) 470-9439
E-mail: James.Malcom@dot.nm.gov

Local Agency
Romella Glorioso-Moss
Captial Projects Manager
CITY OF SANTA FE
737 Agua Fria St
Santa Fe, New Mexico 87507
Office: 505-955-6623

Docusign Envelope ID: 20056FF1-6EE0-89B5-8380-EB973BBA8842

E-mail: rsglorioso-moss@santafenm.gov

12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

Docusign Envelope ID: 20056FF1-6EE0-89B5-8380-EB973BBA8842

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Signed by: Samuel Roybal 57B9FC4FE09B464... Date: 04/15/26
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the CITY's Attorney

By: Kevin L. Nault Kevin L. Nault (May 4, 2026 08:51:45 MDT) Date: May 4, 2026
CITY OF SANTA FE Assistant Attorney

By: ANDREA PHILLIPS (May 21, 2026 10:33:29 MDT) Date: 05/21/2026
CITY OF SANTA FE Finance Director

Docusign Envelope ID: 20056FF1-6EE0-89B5-8380-EB973BBA8842

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**CITY OF SANTA FE**
(ii) Public Entity's unique entity identifier (UEI);	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement (Construction) Period of Performance Start and End Date;	**Start date: Please see date on approved Federal Highway form thru End Date: 12/31/2028.**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$341,760**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**St. Michaels Drive Reconstruction for 1.5 miles from milepost 0 to 1.5. Reconstruction of St. Michaels to address safety and multimodal concerns. Phase 1 A-B study to evaluate alternatives for reconstruction of 1.5 miles of St. Michael's Drive (NM 466) from milepost 0 to 1.5.**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**

Docusign Envelope ID: 20056FF1-6EE0-89B5-8380-EB973BBA8842

(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

EXHIBIT B

Uniform Administrative Requirements and Audit
2 CFR § 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publicly available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Unique Entity Identifier (UEI) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- UEI number of the Local Agency and its parent organization if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review

Docusign Envelope ID: 20056FF1-6EE0-89B5-8380-EB973BBA8842

The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.

2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:
   a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
   b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

   Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Complete Streets	5/11/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3309980	572960	CIP2633003	341,760	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
FHWA via NMDOT S100890 - St. Mike's Reconstruction	3309980	490150	CIP2633003	(341,760)	
				$	-

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

Acceptance of $341,760 design funding from FHWA via NMDOT for St. Michael's Dr Reconstruction Project Phase A & B.

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

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

Romella Glorioso-Moss — 5/11/2026
Prepared By *{print name}* — Date

YVONNE SWENSON (May 14, 2026 15:46:20 MDT)
Business Operations Manager Signature — Date

JOHN BURNETT (May 15, 2026 10:08:07 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 05/15/2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Purchasing Memo

Date: May 15, 2026

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

From: Zoe Isaacson, River and Watershed Manager

Via: Sam Burnett, Interim Public Works Director

Melissa McDonald, Parks and Open Space Division Director

Carol Swenson, Public Works Business Operations Manager
YVONNE SWENSON

Subject: Santa Fe River Improvements at Cristobal Colon

Vendor Name: Jocelyn Water and Sewer, LLC

Munis Vendor Number: 11478

ACTION:

Request for Approval of Construction Contract with Jocelyn Water and Sewer, LLC for the Santa Fe River Improvements at Cristobal Colon in the Amount of $767,195 through June 30, 2030. (Zoe Isaacson River and Watershed Manager: zrisaacson@santafenm.gov)

COMMITTEE REVIEW:

Public Works and Utilities Committee: June 1, 2026

Finance Committee: June 8, 2026

Governing Body: June 10, 2026

CONTRACT NUMBER:

The FY26 Munis contract number is 3260428.

City Council

Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4
Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

BACKGROUND AND SUMMARY:

In 2018, Santa Fe experienced an extreme precipitation event that caused widespread damage throughout the Santa Fe River corridor, including significant failure of several grade control structures. This project builds upon prior work to repair the riparian corridor using more robust designs to help mitigate against future risks.

The purpose of this project is to re-establish channel grade stability by repairing five A-weir boulder cross vane grade control structures located between Camino de la Vuelta and Camino Rio. The design incorporates salvaged boulders from the failed structures and reconstructs them as more resilient, grouted grade control features. The use of grouting will enhance structural integrity and reduce the risk of erosion and failure during future high-flow events.

The work will include reconstruction of the failed structures as grouted boulder ramps featuring integrated stilling basins, cutoff sills, and subsurface drain tiles to mitigate erosion and seepage risks.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: City Drainage/231

Munis Org Name/Number: Stormwater/2310411

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 05/21/2026

Budget Officer Comment/Exceptions:

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

The bid opening took place on March 30, 2026 with three successful bidders. Jocelyn Water and Sewer, LLC was the apparent low bidder and after a review of the bid, the Public Works Department concurs with the recommendation of award.

Chief Procurement Officer (CPO)/Designee: **Date:** 05/21/2026

AP
AP (May 21, 2026 08:33:48 MDT)

CPO Comment/Exceptions:

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number: EPM2423103

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

Comment/Exceptions: _____

ATTACHMENTS:

Construction Contract No. 3260428
ITB# FY26-Const. ITB-075
Bid Tabulation
Vendor's Response
Horizon's Declination
CPO Determination
COI
Business License

CITY OF SANTA FE

CITY OF SANTA FE

CONSTRUCTION CONTRACT

Santa Fe River Improvements at Cristobal Colon - Construction

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

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

A. The Contractor shall perform the following work:
The Contractor shall perform all the work required by the Contract Documents for *Santa Fe River Repair at Cristobal Colon - Construction (Bid Number FY26-Const. ITB-075)*

1. **Site Preparation -** The Contractor shall review the final construction plans, perform an initial site survey, and clearly mark all features scheduled for demolition and/or protection. All necessary permits (including, but not limited to, erosion control, traffic management, and environmental compliance) shall be obtained prior to mobilization. The Contractor is responsible for all construction staking and related surveys, mobilizing equipment, establishing staging areas, and implementing site-specific traffic control measures as required to begin the project safely and in compliance with governing agencies. Contractor shall provide a site plan, prior to the start of construction, detailing the location of staging area, planned access route, location of port-a-potties, concrete washout station, fueling and refueling area, and trackpad.

2. **Removal & Demolition -** The scope includes selective demolition of existing grade control structures and gabion baskets within the project area. Project managers will mark all rock and gabion baskets to remain in place, as well as rock to be reused to construct the grouted boulder ramps. Any debris removed by contractor and not repurposed into the new grade control structures shall be removed and properly disposed of per project specifications and local regulations; costs associated with disposal are considered incidental to the overall project cost. Existing native trees and shrubs shall be protected to the maximum extent practicable per project specifications. Non-native trees in area of disturbance with a diameter at breast height (DBH) less than 6 inches shall be removed.

3. **Earthwork & Grading -** Contractor shall perform excavation, cutting, and filling operations as needed to bring the site to the required subgrade elevations. This includes compaction of subgrade materials and shaping of the terrain to support proper drainage, trail alignment, and structural stability of new improvements. All earthwork shall conform to the specified grading tolerances and compaction requirements. Construction staking should be replaced as needed by surveyor to ensure locations and elevations are met.

4. **Installation of Grouted Boulder Structures -** New boulder A-weir cross vein grade control structures shall be built and grouted per project specifications and may include salvaged boulders. Boulders shall be placed as tightly together as possible (without touching) while providing enough room between them to thoroughly vibrate the grout and to ensure no gaps in the grout. Concrete cutoff sills will be installed to help hold structures in place. Refer to sheet SPECS1 of the construction drawings for details.

5. **Erosion Control & Site Restoration -** This project will not require an Environmental Protection Agency (EPA) issued Construction General Permit, however, a comprehensive Stormwater Pollution Prevention Plan (SWPPP) detailing both temporary and permanent erosion control measures will be required. Contractor shall provide a site plan, prior to the start of construction, detailing the location of staging area, planned access route, location of port-a-potties, concrete washout station, fueling and refueling area, and trackpad. This may involve the installation of silt fences, sediment traps, erosion control blankets, or other best management practices (BMPs) as approved by the Project Manager. Final site restoration shall include the placement of topsoil, seeding, and vegetation in all disturbed areas to stabilize the site and prevent future erosion. Revegetation shall be completed using seed mixes and tree planting compliant with current NM Department of Transportation (NMDOT) standards or as specified in the construction drawings.

6. **Traffic Control Plan -** A Traffic Control Plan shall be prepared and implemented to ensure the safety of pedestrians, vehicles, and workers during construction. The Contractor shall provide all required traffic signage, barricades, flagging operations, and detours in accordance with applicable City of Santa Fe and Manual on Uniform Traffic Control Devices (MUTCD) standards. The work zone must always remain safe and accessible.

7. **Mobilization, Demobilization & Final Cleanup -** The Contractor shall mobilize all labor, materials, and equipment necessary to perform the work. Upon completion of construction, all temporary

installations, debris, staking, excess materials, and equipment shall be removed from the site. Final cleanup shall return the site to a neat, orderly condition, satisfactory to the Engineer and the City. All final restoration work, including revegetation and erosion control measures, shall be verified for compliance prior to demobilization. as described in the Contract Documents.

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

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

B. Project: Santa Fe River Repairs at Cristobal Colon

C. City Department: Public Works/Parks and Open Space

D. Distribution: City Contractor

2. COMPENSATION

A. Payment. The City shall compensate the Contractor for the services described in the scope of work, the City agrees pay the Contractor $709,134.00. The services in the contract include GRT levied at the rate of 8.1875% equaling $58,060.35. The total compensation for the contract including GRT is $767,194.35.

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.

3. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate 4 years from the date of final signature unless terminated pursuant to Paragraph "Termination" or Paragraph "Appropriations". A contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

4. TERMINATION

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

   a. Except as otherwise provided in Paragraphs "Construction Contract Performance and Payment Bond" and "Penalties for Violation of Law", 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 Paragraph "Appropriations," of this Contract.

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

5. APPROPRIATIONS

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

6. STATUS OF CONTRACTOR

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

7. CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BOND

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

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

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

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

8. ASSIGNMENT

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

9. SUBCONTRACTING

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

10. RELEASE

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

11. CONFIDENTIALITY

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

12. PRODUCT OF SERVICE - COPYRIGHT

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

13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, 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 "Termination" herein, or to agree to the reduced funding.

15. CHANGE ORDERS

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

a. Deliverable requirements, as outlined in the Scope of Work;

b. Due date of any Deliverable, as outlined in the Scope of Work;

c. Compensation of any Deliverable, as outlined in the Scope of Work;

d. Contract compensation, as outlined in "Compensation"; or

e. Contract termination, as outlined in "Termination".

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

a. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

a. the name of the person requesting the change;

b. a summary of the required change;

c. the start date for the change;

d. the reason and necessity for change;

e. the elements to be altered; and

f. the impact of the change.

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

16. MERGER

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

All terms and conditions of the **ITB FY-26-CONST.ITB-075** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

17. PENALTIES FOR VIOLATION OF LAW

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

18. EQUAL OPPORTUNITY COMPLIANCE

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

19. APPLICABLE LAW

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

20. WORKERS' COMPENSATION

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

21. OTHER INSURANCE

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $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.

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

C. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and

maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

22. RECORDS AND FINANCIAL AUDIT

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

23. INDEMNIFICATION

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City.

24. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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.

25. INVALID TERM OR CONDITION

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

26. ENFORCEMENT OF CONTRACT

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

27. NOTICES

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

To the City:	**To the Contractor:**
Public Works / Parks and Open Space Zoe Isaacson, River & Watershed Manager 1142 Siler Rd, Building C Santa Fe, NM 87507 zrisaacson@santafenm.gov 505-955-6853	Jeremy Jocelyn Jocelyn Water and Sewer, LLC 18759 Range Pole Pt Big Lake, MN 55309 jocelynwands@outlook.com (612) 607-9306

28. AUTHORITY

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

29. PROGRESS PAYMENTS

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

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

30. FINAL PAYMENT

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

31. SCHEDULE

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

32. GENERAL AND SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by

reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

MICHAEL GARCIA, MAYOR

CONTRACTOR:

JOCELYN WATER AND SEWER, LLC.

Jeremy Jocelyn
Jeremy Jocelyn (May 15, 2026 09:23:53 EDT)

JEREMY JOCELYN, PRESIDENT

DATE: May 15, 2026

NMBTIN: 417991

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (May 15, 2026 09:18:40 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (May 21, 2026 11:08:13 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

CITY OF SANTA FE

The City of Santa Fe (City), Central Purchasing Division (CPD)

INVITATION TO BID (ITB)

Santa Fe River Repair at Cristobal Colon

ITB#: FY26-Const. ITB-075

Table Of Contents

1. DEBARRED OR SUSPENDED CONTRACTORS
2. PROCUREMENT AND CONTRACTING REQUIREMENTS
3. INSTRUCTIONS TO BIDDERS
4. PROCUREMENT SCOPE
5. INFORMATION AVAILABLE TO BIDDERS
6. VENDOR QUESTIONNAIRE
7. BID
8. Attachments

Attachments:

A - Pre-Con Meeting Location - Santa Fe River Repair at Cristobal Colon

B - Pre-Bid Meeting Attendance SFRCC_031626

C - Stamped Construction Plans - Santa Fe River Repair at Cristobal Colon

D - Design and Floodplain Model Report Amended - SFRCC

E - EOPCC Final - SFCC - February 27, 2026

F - NMDWS Wage Decision

G - Draft Contract - Santa Fe River Repairs at Cristobal Colon

1. DEBARRED OR SUSPENDED CONTRACTORS

A business (e.g., contractor, subcontractor, supplier) that has either been debarred or suspended pursuant to the requirements of City Purchasing Manual, ordinance or NMSA 1978, Sections 13-1-177 through 13-1-180, and 13-4-17, shall not be permitted to do business with the City and shall not be considered for award of Contract during the period for which it is debarred or suspended.

2. PROCUREMENT AND CONTRACTING REQUIREMENTS

2.1. Solicitation Information

Solicitation No.: FY26-Const. ITB-075

Project Title: Santa Fe River Repair at Cristobal Colon

Issue ITB:	March 11, 2026

Pre-Bid Conference (Mandatory):	March 16, 2026, 1:00pm John Griego Vietnam Veterans Memorial Park - 1610 Paseo de la Conquistadora, Santa Fe, NM 87501
Deadline for Pre-Bid Questions:	March 20, 2026, 5:00pm
Response to Pre-Bid Questions:	March 23, 2026, 5:00pm
Electronic Bid Submittal Deadline:	March 30, 2026, 1:55pm
Bid Opening Date, Time and Link (Non-Mandatory):	March 30, 2026, 2:00pm https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fmeet%2F263489892392%3Fp%3DSpy25c&data=05%7C02%7Crdgabaldon%40santafenm.gov%7C9d738605619a4b2442c208de634fcac7%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C639057391513127341%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=%2Fd3RIiDvBqlR4pRhD%2FclK6zwPXwMRaSk7u0mtKXes5E%3D&reserved=0

BIDS RECEIVED AFTER THE ABOVE BID DUE DATE AND TIME WILL NOT BE ACCEPTED.

2.2. ITB Access and Bid Submission

A. Bidders may contact ONLY the Department Project Manager and the CPD regarding this procurement by asking questions on the Q&A page of this project or at the following email addresses:
Project Manager: Claire Jordy
Email: csjordy@santafenm.gov
CPD: purchasing_ITB@santafenm.gov
Other city employees do not have the authority to respond on behalf of the Project Manager.

B. Bidders shall promptly notify the Project Manager and the CPD of any ambiguity, inconsistency, or error that they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

C. Bids shall be valid for ninety (90) days subject to action by the City.

D. Solicitation packets are available in the OpenGov Procurement Portal at https://procurement.opengov.com/portal/santafenm.
It is each Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via OpenGov by the Bid due date and time. Such submissions will be considered sealed. Bidders must ensure their bids are correct, accurate, and correspond with any amendments before submission. Complete and submit all required documents, including specifications, supporting materials, certificates, pricing, etc., through OpenGov as per instructions to form a complete, responsive bid (NMSA 1978, Sections 13-1-82 through 13-1-84 and 13-1-133).

- Bidders must ensure adequate time is allowed for large uploads and to fully complete bid submittal by the deadline. Bids that are not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, bids that are not received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

2.3. Bid Opening

A. Public bid openings, will be held Virtually at the following link: Virtual Bid Opening Link
The bid tabulations will be available on the results page of this procurement.

B. The City of Santa Fe is committed to ensuring accessibility for all individuals, including those with disabilities. Bid openings are conducted virtually and include features such as closed captioning, which participants can enable during the session. If you experience technical issues or have specific concerns related to accessibility, you may contact the Chief Procurement Officer (CPO) or their designee in advance.

C. CPO contact information is:
Travis Dutton-Leyda, CPO
purchasing@santafenm.gov

D. The CPO reserves the right to reject any bids or to waive any non-substantial irregularity in bids received as long as it doesn't affect the price, quantity, or quality of the bid, whenever such rejection or waiver is in the best interest of the City.

E. The Bidding Documents and subsequent Work Orders contain a time for completion of the work by the successful Bidder and further impose liquidated damages for failure to comply with that time.

F. Bidders shall be responsible for verifications of all existing conditions, measurements, and dimensions before responding to this bid.

3. INSTRUCTIONS TO BIDDERS

3.1. Examination of Bidding Documents and Site

A. Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner effect cost, progress, or performance of the work, and (c) study and carefully correlate the Bidder's

observations with the Bidding Documents, (d) at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine a Bid for performance of the work in accordance with the time, price, and other terms and conditions of the Bidding Documents.

B. The lands and properties upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are primarily inside the City Limits of Santa Fe.

C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this ITB and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

D. It shall be the responsibility of the successful awarded contractor to secure from the New Mexico Regulations & Licensing Department, Construction Industries Division (CID) and the City such permits or licenses required to carry out the construction. Construction Industries Division website is as follows: https://www.rld.nm.gov/construction-industries/

3.2. Bidding Documents

A. Copies of Bidding Documents:

a. This record contains all complete bidding documents. The City does not assume responsibility for errors or misinterpretations.

b. Deposits are not required for plans obtained through OpenGov.

3.3. Interpretations

A. All questions concerning this solicitation must be submitted through the Questions & Answers section of the solicitation's page in OpenGov.

B. Responses will be posted directly on the same page and visible to all registered vendors. If a question results in a material change to the solicitation, a formal Addendum will be issued through OpenGov. Vendors will receive an automated email notification when an Addendum is posted. Questions must be submitted no later than ten (10) calendar days prior to the Bid opening date. Only information provided in written Addenda shall be considered binding.

3.4. Substitute Material and Equipment

A. The Contract, if awarded, will be based on materials, labor and equipment described in the Specifications without consideration of possible substitute ("of equal" or "or equal") items. Whenever it is indicated in the Specifications that substitute ("of equal" or "or equal") items of material or equipment may be furnished or used by the Contractor if acceptable to the Owner, application of such acceptance will not be considered by the Owner until after the "effective date of the Contract." The procedure for submittal of any such application by the Contractor and consideration by the Owner is set forth in the Contract Documents.

3.5. Amendment/Addenda

A. Oral and other interpretations or clarifications will be without legal effect. No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make assessment for an amendment or addendum.

B. Any and all such interpretations and any supplemental instructions will be in the form of written amendments or addenda to the specifications which, if issued, will be delivered electronically to all prospective bidders not later than three (3) days prior to the date fixed for the opening of the bids.

C. Failure of any bidder to receive any such amendment or addendum or interpretations shall not relieve such bidder from any obligation under a bid as submitted. All amendments or addenda so issued shall become part of the contract documents.

D. Procurement amendments are processed through OpenGov. If amendments (addenda) are processed,

- before bids are submitted, ensure bids reflect the amendments;
- after bids are submitted, bidders must update the bid by clicking "modify" and updating the associated area(s)* to ensure bid reflects the amendment.
  *Bidders must replace the previously submitted documents if the amendment affects uploaded documents.

E. The City reserves the right to not comply with these time frames if a critical change, which will be written in amendment or addendum, is required or if the bid deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

3.6. Form and Style of Bids

A. Bids shall be submitted in OpenGov.

B. All addenda will be acknowledged when submitting in OpenGov.

3.7. Bid Security

A. Bid security, made payable to the City of Santa Fe, in the amount of 5% of the total of all Item Prices shall be submitted with the Bid. Bid security shall be in the form of a Bid Bond issued by Surety licensed to conduct business in the State of New Mexico, or by cashier's check.

B. The Bid security shall pledge that the Bidder will enter into a Contract with the City in accordance with the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid security shall be forfeited to the City as liquidated damages, not as a penalty.

C. The City will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed, and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

D. When the Bidding Documents require Bid security, noncompliance by the Bidder requires that the Bid be rejected.

E. If a Bidder is permitted to withdraw a Bid before award, no action shall take place against the Bidder or the Bid Security.

3.8. Pre-Bid Conference

A. The City may conduct an on-site mandatory Pre-Bid Conference prior to the Bid opening date. All pre-bid conferences shall be stated in the Invitation for Bid.

B. The City and consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding clarification of the Bidding Documents either during the Pre-Bid Conference or by submitting a question as outlined below. The failure of a Bidder, Subcontractor, or Vendor to make inquiries shall be interpreted to mean that the Bid Documents are clear and acceptable. Such clarity and acceptability shall be presumed with respect to all Bidders.

C. Questions and requests for clarification are to be submitted via the OpenGov Procurement Portal at https://procurement.opengov.com/portal/santafenm/projects/239141

D. Responses to questions will be written and issued electronically as Amendment or Addenda. No verbal response shall be binding.

3.9. Resident Preference

To qualify for a Resident Preference, a vendor must attach a State of New Mexico Taxation and Revenue Department-issued Resident Certification of eligibility to its bid. If a bid is received without a copy of the certificate, the preference will not be applied.

A public body shall not award a contractor both a resident contractor preference and a resident veteran contractor preference or a Native American resident contractor preference and a Native American resident veteran contractor preference.

Application. This section shall not apply when the expenditure of federal and/or state funds and the award requirements of the funding prohibit resident and/or local preference(s).

3.10. Subcontractors

A. The listing threshold amount for this project shall be one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater. The General Contractor must list all Subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practice Act (NMSA 1978, Sections 13-4-31 through 13-4-43) shall apply.

B. The Bidder shall list on the Subcontractor Listing Form attached to the Bidding Document, all proposed Subcontractors or material suppliers for all trades or items. If the Bidder is awarded the contract, the listed Subcontractors and suppliers shall perform their trade scope of services as indicated unless a request for a change or substitution is approved by the City for any reason as outlined herein. If the work is self-performed, the Prime Contractor shall list themselves on the form.

C. The City shall consider any request for a change in the listed Subcontractors if the Bidder can furnish evidence of being able to perform the work in a manner more satisfactory and beneficial to both the City

and the Bidder by using a different Subcontractor or self-performing said work. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low Subcontractor, a request for substitution, made after the Bid Opening with the City's approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed Subcontractor or material suppler and/or any other confirmation satisfactory to the City.

D. The Bidder shall not be listed as the supplier or as the Subcontractor for any trade unless having previously performed work of this type and shall have all required licenses and certifications to perform the work.

E. Non-compliance with the intent of the Subcontractor Listing will be grounds for considering a Bid as non-responsive.

F. Prior to the award of the Contract, the City will notify the Bidder in writing if, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list and refuses, in writing, to accept such person or organization. The Bidder may then optionally, (1) withdraw the Bid, or (2) submit an acceptable substitute Subcontractor with no increase in the Bid Price. In the event of withdrawal under this paragraph, Bid security will not be forfeited.

G. The successful Bidder shall, within ten (10) calendar days of notification of selection for the award of Contract for the work, submit the following information to the City:

   a. A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work; and

   b. A list signed by all Subcontractors proposed for the principal portions of the work in accordance with the Subcontractors Listing Form submitted with the Bid.

H. The successful Bidder will be required to establish, to the satisfaction of the City, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.

I. Persons and organizations proposed by the Bidder and to whom the City has made no reasonable objection shall perform the work as indicated on the Subcontractor Listing Form and shall not be changed except with the written consent of the City.

J. No successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom the Bidder has reasonable objection.

3.11. Correction or Withdrawal of Bids

A. A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering electronic written or telegraphic notice to the location designated in the Invitation for Bid as the place where Bids are to be received.

B. Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bid Documents.

C. After Bid Opening, no modifications in Bid prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes said Bid non-responsive may be permitted to withdraw the Bid if:

   a. The mistake is clearly evident on the face of the Bid document; or

   b. The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

D. Any decision by the City to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision. If withdrawal is permitted, Bid security will not be forfeited.

3.12. Bribes, Gratuities and Kickbacks

A. It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of this Bid and for any person to offer or pay anything of value to any such public employee (NMSA 1978, Sections 30-24-1 through 30-24-2).

B. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, Sections 30-24-1, 30-23-2, and 30-41-1 through 3-41-3), which prohibit bribes, kick-backs, and gratuities and violation of which constitutes a felon. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199), imposes civil and criminal penalties for its violation.

3.13. Notice of Contract Requirements Binding on Bidder

A. By submitting a Bid, the Bidder represents familiarity with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions).

   a. Definitions - Sections 1.0 to 1.1;

   b. Contract Bond Requirements - Section 4.2;

   c. Bribes, Gratuities, and Kickbacks - Section 4.8;

   d. Equal Employment Opportunity - Labor Standards Provisions and other listed within the Contract Documents.

3.14. Rejection or Cancellation of Bids

A. An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons shall be made part of the Project file. Bid security for rejected Bids shall be returned to the Bidder.

3.15. Protests

A. Any Bidder who is aggrieved in connection with this procurement (Bid) may protest in writing to the CPD. The protest shall be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest.

3.16. Competitive Sealed Bids

A. Contracts solicited by competitive sealed Bids shall require that the base Bid amount exclude the applicable state gross receipts taxes or applicable local option taxes, but that the contracting agency shall be required to pay the applicable taxes including any increase in the applicable tax which becomes effective after the date the Contract is entered into. The applicable gross receipts taxes or local option taxes shall be shown as a separate amount on each billing or request for payment made under the contract.

3.17. Consideration of Bids Receipt, Opening, and Tabulation

A. Bids shall be unconditionally accepted for consideration for award without alteration or correction, except as authorized in the Procurement Code. In addition to the requirement for the prime contractor and subcontractors to be registered as provided in NMSA 1978, Section 13-4-13.1, bids shall be evaluated based on the requirements set forth in the invitation for bids, which requirements may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria such as discounts, transportation costs and total or life-cycle costs that will affect the bid price shall be objectively measurable, which shall be defined by rule. No criteria may be used in bid evaluation that are not set forth in the invitation for bids. A bid submitted by a prime contractor that was not registered as required by NMSA 1978, Section 13-4-13.1 shall not be considered for award. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with NMSA 1978, Section 13-4-36.

B. Bid tabulations for public information and inspection will be posted to the following link: https://procurement.opengov.com/portal/santafenm/projects/239141

C. The City shall have the right to waive any informalities or irregularities in any Bid or Bids received and to accept the Bid or Bids which are in the City's best interest.

3.18. Bid Evaluation and Award

A. It is the intent of the City to award a Contract to the most responsive and responsible Bidder submitting the lowest bid on the base bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, does not exceed the funds available and is in the best interest of the City. The City reserves the right to award a contract to the lowest Bidder using the criteria within the Bidding Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.

B. The subsequent contract will be established as a source and convenience of the City. It is the responsibility of the Requesting Department to utilize this Contract to the best interests of the City.

C. Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

3.19. Notice of Award

A. A written Notice of Award shall be issued by the City after review and approval of the Bid and related documents by the City of Santa Fe Governing Body.

3.20. Identical Bids

A. When two or more of the Bids submitted are identical in price and are the low Bid, the CPD may:

   a. Award to a resident local business if the identical low Bids are submitted by a resident or local business and a non-resident business;

   b. Award to resident or local manufacturer if the identical low Bids are submitted by a resident or local manufacturer and a resident business;

   c. Award by lottery to one of the identical low Bidders;

   d. Make multiple awards if it is in the best interest of the City, or

   e. Reject all Bids and re-solicit Bids for the required services, construction, or items of tangible personal property.

3.21. Cancellation of Award

When in the best interest of the public, the City in its sole discretion, may cancel the award of any Contract at any time before the execution of said contracts by all parties without any liability against the City.

3.22. Post-Bid Information

A. Return of Bid Security - All Bid security in the form of cashier's checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid security of the unsuccessful of the two lowest Bidders, if in the form of a cashier's check, will be returned within thirty (30) days following the award of contract. The retained Bid security of the successful Bidder, if in the form of a cashier's check, will be returned after a satisfactory contract bond has been furnished and the Contract has been executed.

B. Notice of Award – The City will issue a written Notice of Award to the Contractor stipulating the scope of work, the contract sum, including taxes, and the required bonds. The Notice of Award will also include the contract for signature that will be sent back with the required executed bonds.

C. Contractor's Qualification Statement - Bidders to whom award of a Contract is under consideration shall, when requested, submit information and data to prove that their financial resources, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory

delivery of the services, construction, or items of personal property described in the Bid Documents and form of Statement of Bidder's Qualifications.

D. Contract Bond Requirements - The successful Bidder, where the Contract price exceeds twenty five thousand dollars ($25,000), shall post a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Bond forms similar to the forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the City.

E. Insurance Requirements - The selected Bidder shall purchase and maintain, with a company or companies licensed to do business in the State of New Mexico, Liability and Property Insurance as required by law.

   a. The insurance shall be in limits not less than those stated in the enclosed contract forms. The insurance limits may be greater if required by law.

   b. The insurance coverage shall include workers' compensation, employers liability, comprehensive general liability Comprehensive automobile liability (owned and hired), excess liability (umbrella form). For more specific insurance requirements refer to the enclosed Agreement Forms.

   c. All insurance coverage must be maintained for the entire life of the project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after Work Order/project Substantial Completion.

   d. A valid certificate of insurance must be submitted to the City prior to routing the final Contract between the City and the Contractor for City approval. Be prepared to provide this with the City and project name listed as an additional insured.

F. Failure to Execute Contract - Failure to return the signed Contract with acceptable contract bonds and Certificate of Insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid Security, which shall become damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised.

G. Notice to Proceed - The City will issue a written Notice to Proceed, after a Purchase Order (PO) is issued, to the Contractor stipulating the contract time start date substantial completion date (Contract Time, finish date), subject to valid modifications of the Contract authorized by written amendment/Change Order.

3.23. Minimum Wage Rates

A. In accordance with state requirements, any construction contract exceeding sixty thousand dollars ($60,000) is subject to the minimum wage rates established by the New Mexico Department of Workforce Solutions (NMDWS). This project is governed by Wage Decision No. SF-26-0643-A, as issued and approved by NMDWS.

B. Bidders shall ensure that the minimum wage rate determination, included herein, has been utilized in preparation of the Bid.

C. The Bidder will be required to submit a bid that complies with the City's Living Wage Ordinance to the extent applicable.

D. The awarded Contractor will be required to pay wages as per whichever wage decision is highest.

3.24. New Mexico Department of Workforce Solutions (NMDWS) Contractor and Subcontractor Registration

A. A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a City project that is subject to the Public Works Minimum Wage Act (NMSA 1978, Section 13-4-10) shall be registered with the New Mexico Department of Workforce Solutions. The registration number shall be provided in the bid submitted for the contractor in the space provided (See Bid Form 00-5000 3.0) and for subcontractors on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the Contractor does not provide proof of the required registration for itself or its subcontractors. It is the responsibility of all bidders and the subcontractors to ensure the registration is completed prior to the bid opening.

4. PROCUREMENT SCOPE

4.1. Site Preparation

The Contractor shall review the final construction plans, perform an initial site survey, and clearly mark all features scheduled for demolition and/or protection. All necessary permits (including, but not limited to, erosion control, traffic management, and environmental compliance) shall be obtained prior to mobilization. The Contractor is responsible for all construction staking and related surveys, mobilizing equipment, establishing staging areas, and implementing site-specific traffic control measures as required to begin the project safely and in compliance with governing agencies. Contractor shall provide a site plan, prior to the start of construction, detailing the location of staging area, planned access route, location of port-a-potties, concrete washout station, fueling and refueling area, and trackpad.

4.2. Removal & Demolition

The scope includes selective demolition of existing grade control structures and gabion baskets within the project area. Project managers will mark all rock and gabion baskets to remain in place, as well as rock to be reused to construct the grouted boulder ramps. Any debris removed by contractor and not repurposed into the new grade control structures shall be removed and properly disposed of per project specifications and local regulations; costs associated with disposal are considered incidental to the overall project cost. Existing native trees and shrubs shall be protected to the maximum extent practicable per project specifications. Non-native trees in area of disturbance with a diameter at breast height(DBH) less than 6 inches shall be removed.

4.3. Earthwork & Grading

Contractor shall perform excavation, cutting, and filling operations as needed to bring the site to the required subgrade elevations. This includes compaction of subgrade materials and shaping of the terrain to support

proper drainage, trail alignment, and structural stability of new improvements. All earthwork shall conform to the specified grading tolerances and compaction requirements. Construction staking should be replaced as needed by surveyor to ensure locations and elevations are met.

4.4. Installation of Grouted Boulder Structures

New boulder A-weir cross vein grade control structures shall be built and grouted per project specifications and may include salvaged boulders. Boulders shall be placed as tightly together as possible (without touching) while providing enough room between them to thoroughly vibrate the grout and to ensure no gaps in the grout. Concrete cutoff sills will be installed to help hold structures in place. Refer to sheet SPECS1 of the construction drawings for details.

4.5. Erosion Control & Site Restoration

This project will not require an Environmental Protection Agency (EPA) issued Construction General Permit, however, a comprehensive Stormwater Pollution Prevention Plan (SWPPP) detailing both temporary and permanent erosion control measures will be required. Contractor shall provide a site plan, prior to the start of construction, detailing the location of staging area, planned access route, location of port-a-potties, concrete washout station, fueling and refueling area, and trackpad. This may involve the installation of silt fences, sediment traps, erosion control blankets, or other best management practices (BMPs) as approved by the Project Manager.

Final site restoration shall include the placement of topsoil, seeding, and vegetation in all disturbed areas to stabilize the site and prevent future erosion. Revegetation shall be completed using seed mixes and tree planting compliant with current NM Department of Transportation (NMDOT) standards or as specified in the construction drawings.

4.6. Traffic Control Plan

A Traffic Control Plan shall be prepared and implemented to ensure the safety of pedestrians, vehicles, and workers during construction. The Contractor shall provide all required traffic signage, barricades, flagging operations, and detours in accordance with applicable City of Santa Fe and Manual on Uniform Traffic Control Devices (MUTCD) standards. The work zone must always remain safe and accessible.

4.7. Mobilization, Demobilization & Final Cleanup

The Contractor shall mobilize all labor, materials, and equipment necessary to perform the work. Upon completion of construction, all temporary installations, debris, staking, excess materials, and equipment shall be removed from the site. Final cleanup shall return the site to a neat, orderly condition, satisfactory to the Engineer and the City. All final restoration work, including revegetation and erosion control measures, shall be verified for compliance prior to demobilization.

5. INFORMATION AVAILABLE TO BIDDERS

5.1. Existing Conditions

A. It is the Contractor’s responsibility to verify existing conditions prior to bidding.

B. Accessing existing utility infrastructure may require special coordination. Bidders shall verify accessibility and take into consideration the access strategy as part of the offer. The Contractor shall notify 811 before beginning any work.

6. VENDOR QUESTIONNAIRE

1. Acceptance of Bid*

All bidders agree, that if their bid is accepted, to enter into a Contract with the City in the form included in the bidding documents to perform and furnish all work as specified or indicated for the Contract price and within the Contract time indicated in this Bid and in accordance with the other terms and conditions of the Contract documents.

☐ Please confirm

*Response required

2. Acceptance of Terms and Conditions*

By submitting a bid, all Bidders acknowledge and accept the terms and conditions outlined in this ITB and its Instructions, including, but not limited to, provisions related to bid security and required documentation. Any concerns or objections to the contents of this solicitation must be submitted in writing to the Chief Procurement Officer (CPO) and, if applicable, the sponsoring Department (contact information provided in the ITB), with sufficient time for the City to issue an Addendum, if warranted

Bids shall remain valid and subject to acceptance for a period of one hundred and twenty (120) calendar days following the bid opening date. The selected Bidder must execute the Contract between the City and Contractor, including submission of all required bonds and supporting documents, within fifteen (15) calendar days of receiving the City's electronic signature request.

☐ Please confirm

*Response required

3. Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.*

☐ Yes
☐ No

*Response required

4. Bidder confirms they have performed a comprehensive review of the technical specifications and performance standards outlined on plan sheet SPECS 1.*

☐ Yes
☐ No

*Response required

5. Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set

forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.*

☐ Yes
☐ No

*Response required

6. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the T&C of the bidding documents.*

☐ Yes
☐ No

*Response required

7. Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Opening date.*

☐ Yes
☐ No

*Response required

8. Collusion*

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted inconformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City. It is understood that the City reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

☐ Yes
☐ No

*Response required

9. It is the intent of the City to award a contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City. *

☐ Please confirm

*Response required

10. The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.*

- Contractor shall be responsible for adherence to the contract documents, construction documents, specifications and approved directives.
- Contractor shall be responsible for State CID requirements and permit.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
- Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

☐ Please confirm

*Response required

11. Confirmation of Bidder Regarding Equal Employment Opportunity*

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

Certification - The information above is true and complete to the best of my knowledge and belief.

☐ Please confirm

*Response required

12. Forms Required at Time of Bid

12.1. Bid Bond, Bid Security and Agent's Affidavit*

Please download the below documents, complete, and upload.

- Bid_Bond_Form.Bid_Security_...

*Response required

12.2. Non-Collusion Affidavit of Prime Bidder*

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit_of_...

*Response required

12.3. Subcontractor Listing*

Please download the below documents, complete, and upload.

- Subcontractor_Listing.pdf

*Response required

12.4. Certification of Non-Segregated Facilities*

Please download the below documents, complete, and upload.

- Certification_of_Non_Segreg...

*Response required

12.5. Bid Form

Please download the below documents, complete, and upload.

- BID_FORM.docx

13. Forms Required at Time of Contract

13.1. Certificate of Liability Insurance

- Certificate_of_Liability_In...

13.2. Payment Bond - SAMPLE

- Payment_Bond_SAMPLE.pdf

13.3. Performance Bond - SAMPLE

- Performance_Bond_SAMPLE.pdf

13.4. Affidavit of Wages Paid*

Please download the below documents, complete, and upload.

- AFFIDAVIT_OF_WAGES_PAID.pdf

*Response required

13.5. Statement of Intent to Pay Prevailing Wages*

Please download the below documents, complete, and upload.

- STATEMENT_OF_INTENT_TO_PAY_...

*Response required

13.6. Payroll Statement of Compliance*

Please download the below documents, complete, and upload.

- Payroll_Statement_of_Compli...

*Response required

7. BID

Line Item	NMDOT Item ID	Specification	Description	Quantity	Unit of Measure	Unit Cost	Total
1	621000	621	Mobilization and demobilization	1	Lump Sum		
2	201000	SP-201	Clearing and grubbing	1	Lump Sum		
3	801000	SP-801	Construction surveys and staking	1	Lump Sum		
4	6032801	603	Temporary erosion and sediment control	1	Lump Sum		
5	702810	702	Traffic control	1	Lump Sum		
6		SP-602-A	Salvage and install grouted boulders (42-64 cubic foot)	215	Tons		
7		SP-601	Grout existing boulders	7	Cubic Yards		
8		SP-602-A	Furnish and install grouted structure B24 rock (1.25 ton/rock)	648	Tons		
9		SP-602-A	Furnish and install grouted structure B36 rock (3.75 ton/rock)	348	Tons		
10	511000	SP-509, 511	Furnish and install a class a (3000psi) concrete cutoff sill	42	Cubic Yards		
11	203000	SP-203, 206	Earthwork: excavation and compacted backfill	392	Cubic Yards		
12	602010	602	Furnish and install Class B riprap	90	Cubic Yards		
13	605000	SP-605-A	Furnish and install 6" drain tile	267	Linear Foot		
14	632020	SP-632-A, 632, 664	Revegetation and planting	1	Lump Sum		
TOTAL							

City of Santa Fe, NM
Parks, Trails, & Watershed
Melissa McDonald, Parks & Open Space Division Director
200 Lincoln Avenue, Santa Fe, NM 87501

EVALUATION TABULATION

Const. ITB No. FY26-Const. ITB-075

Santa Fe River Repair at Cristobal Colon

RESPONSE DEADLINE: March 30, 2026 at 1:55 pm
Report Generated: Wednesday, April 29, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Jocelyn Water and Sewer, LLC	$709,134.00
Meridian Contracting, Inc.	$874,741.00
Kimo Constructors, Inc.	$893,011.00

TABLE 1

					Jocelyn Water and Sewer, LLC				Kimo Constructors, Inc.				Meridian Contracting, Inc.			
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification
X	1	Mobilization and demobilization	1	Lump Sum	$36,540.00	$36,540.00	621000	621	$79,000.00	$79,000.00	621000	621	$78,655.00	$78,655.00	621000	621
X	2	Clearing and grubbing	1	Lump Sum	$7,875.00	$7,875.00	201000	SP-201	$31,800.00	$31,800.00	201000	SP-201	$16,900.00	$16,900.00	201000	SP-201
X	3	Construction surveys and staking	1	Lump Sum	$36,750.00	$36,750.00	801000	SP-801	$24,000.00	$24,000.00	801000	SP-801	$26,350.00	$26,350.00	801000	SP-801

					Jocelyn Water and Sewer, LLC				Kimo Constructors, Inc.				Meridian Contracting, Inc.			
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification
X	4	Temporary erosion and sediment control	1	Lump Sum	$9,818.00	$9,818.00	6032801	603	$23,300.00	$23,300.00	6032801	603	$37,400.00	$37,400.00	6032801	603
X	5	Traffic control	1	Lump Sum	$1,575.00	$1,575.00	702810	702	$62,900.00	$62,900.00	702810	702	$16,550.00	$16,550.00	702810	702
X	6	Salvage and install grouted boulders (42-64 cubic foot)	215	Tons	$309.00	$66,435.00		SP-602-A	$238.20	$51,213.00		SP-602-A	$163.00	$35,045.00		SP-602-A
X	7	Grout existing boulders	7	Cubic Yards	$3,493.00	$24,451.00		SP-601	$2,652.80	$18,569.60		SP-601	$1,367.00	$9,569.00		SP-601
X	8	Furnish and install grouted structure B24 rock (1.25 ton/rock)	648	Tons	$347.00	$224,856.00		SP-602-A	$343.50	$222,588.00		SP-602-A	$492.00	$318,816.00		SP-602-A
X	9	Furnish and install grouted structure B36 rock (3.75 ton/rock)	348	Tons	$464.00	$161,472.00		SP-602-A	$293.00	$101,964.00		SP-602-A	$339.00	$117,972.00		SP-602-A
X	10	Furnish and install a class a (3000psi) concrete cutoff sill	42	Cubic Yards	$1,724.00	$72,408.00	511000	SP-509, 511	$1,660.50	$69,741.00	511000	SP-509, 511	$1,150.00	$48,300.00	511000	SP-509, 511

					Jocelyn Water and Sewer, LLC				Kimo Constructors, Inc.				Meridian Contracting, Inc.			
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification
X	11	Earthwork: excavation and compacted backfill	392	Cubic Yards	$23.00	$9,016.00	203000	SP-203, 206	$126.10	$49,431.20	203000	SP-203, 206	$55.00	$21,560.00	203000	SP-203, 206
X	12	Furnish and install Class B riprap	90	Cubic Yards	$177.00	$15,930.00	602010	602	$245.20	$22,068.00	602010	602	$598.00	$53,820.00	602010	602
X	13	Furnish and install 6" drain tile	267	Linear Foot	$25.00	$6,675.00	605000	SP-605-A	$128.60	$34,336.20	605000	SP-605-A	$162.00	$43,254.00	605000	SP-605-A
X	14	Revegetation and planting	1	Lump Sum	$35,333.00	$35,333.00	632020	SP-632-A, 632, 664	$102,100.00	$102,100.00	632020	SP-632-A, 632, 664	$50,550.00	$50,550.00	632020	SP-632-A, 632, 664
Total						$709,134.00				$893,011.00				$874,741.00		

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Jocelyn Water and Sewer, LLC	Kimo Constructors, Inc.	Meridian Contracting, Inc.
Acceptance of Bid		Pass	Pass
Acceptance of Terms and Conditions		Pass	Pass

Question Title	Jocelyn Water and Sewer, LLC	Kimo Constructors, Inc.	Meridian Contracting, Inc.
Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.	Pass	Pass	Pass
Bidder confirms they have performed a comprehensive review of the technical specifications and performance standards outlined on plan sheet SPECS 1.	Pass	Pass	Pass
Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.	Pass	Pass	Pass
Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the T&C of the bidding documents.	Pass	Pass	Pass

Question Title	Jocelyn Water and Sewer, LLC	Kimo Constructors, Inc.	Meridian Contracting, Inc.
Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Opening date.	Pass	Pass	Pass
Collusion	Pass	Pass	Pass
It is the intent of the City to award a contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City.	Pass	Pass	Pass
The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.	Pass	Pass	Pass
Confirmation of Bidder Regarding Equal Employment Opportunity	Pass	Pass	Pass
Forms Required at Time of Bid			
Bid Bond, Bid Security and Agent's Affidavit	Pass	Pass	Pass
Non-Collusion Affidavit of Prime Bidder	Pass	Pass	Pass

Question Title	Jocelyn Water and Sewer, LLC	Kimo Constructors, Inc.	Meridian Contracting, Inc.
Subcontractor Listing	Pass	Pass	Pass
Certification of Non-Segregated Facilities	Pass	Pass	Pass
Bid Form	Pass	Pass	Pass
Forms Required at Time of Contract			
Certificate of Liability Insurance	No Response	Pass	
Payment Bond - SAMPLE	No Response	Pass	
Performance Bond - SAMPLE	No Response	Pass	
Affidavit of Wages Paid		Pass	
Statement of Intent to Pay Prevailing Wages			
Payroll Statement of Compliance			

City of Santa Fe, NM
Parks, Trails, & Watershed
Melissa McDonald, Parks & Open Space Division Director
200 Lincoln Avenue, Santa Fe, NM 87501

[JOCELYN WATER AND SEWER, LLC] RESPONSE DOCUMENT REPORT

Const. ITB No. FY26-Const. ITB-075

Santa Fe River Repair at Cristobal Colon

RESPONSE DEADLINE: March 30, 2026 at 1:55 pm

Report Generated: Monday, March 30, 2026

Jocelyn Water and Sewer, LLC Response

CONTACT INFORMATION

Company:
Jocelyn Water and Sewer, LLC

Email:
jocelynwands@outlook.com

Contact:
Jeremy Jocelyn

Address:
18759 Range Pole Pt
Big Lake, MN 55309

Phone:
N/A

Website:
N/A

Submission Date:
Mar 30, 2026 1:46 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 30, 2026 1:21 PM by Jeremy Jocelyn

Addendum #2
Confirmed Mar 30, 2026 1:21 PM by Jeremy Jocelyn

Addendum #3
Confirmed Mar 30, 2026 1:21 PM by Jeremy Jocelyn

QUESTIONNAIRE

1. Acceptance of Bid*

All bidders agree, that if their bid is accepted, to enter into a Contract with the City in the form included in the bidding documents to perform and furnish all work as specified or indicated for the Contract price and within the Contract time indicated in this Bid and in accordance with the other terms and conditions of the Contract documents.

Confirmed

2. Acceptance of Terms and Conditions*

By submitting a bid, all Bidders acknowledge and accept the terms and conditions outlined in this ITB and its Instructions, including, but not limited to, provisions related to bid security and required documentation. Any concerns or objections to the contents of this solicitation must be submitted in writing to the Chief Procurement Officer (CPO) and, if applicable, the sponsoring Department (contact information provided in the ITB), with sufficient time for the City to issue an Addendum, if warranted

Bids shall remain valid and subject to acceptance for a period of one hundred and twenty (120) calendar days following the bid opening date. The selected Bidder must execute the Contract between the City and Contractor, including submission of all required bonds and supporting documents, within fifteen (15) calendar days of receiving the City's electronic signature request.

Confirmed

3. Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.*

Yes

4. Bidder confirms they have performed a comprehensive review of the technical specifications and performance standards outlined on plan sheet SPECS 1.*

Yes

5. Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.*

Yes

6. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the T&C of the bidding documents.*

Yes

7. Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Opening date.*

Yes

8. Collusion*

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted inconformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm

or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City. It is understood that the City reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

Yes

9. It is the intent of the City to award a contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City. *

Confirmed

10. The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.*
    - Contractor shall be responsible for adherence to the contract documents, construction documents, specifications and approved directives.
    - Contractor shall be responsible for State CID requirements and permit.
    - Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.
    - Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
    - Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

Confirmed

11. Confirmation of Bidder Regarding Equal Employment Opportunity*

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

Certification - The information above is true and complete to the best of my knowledge and belief.

Confirmed

12. Forms Required at Time of Bid

BID BOND, BID SECURITY AND AGENT'S AFFIDAVIT*
Please download the below documents, complete, and upload.

- Bid_Bond_Form.Bid_Security_...

Bid_Bond.pdf

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER*
Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit_of_...

Non_Conclusion_Affadvit.pdf

SUBCONTRACTOR LISTING*
Please download the below documents, complete, and upload.

- Subcontractor_Listing.pdf

f26c7f2b-9bd5-4296-8047-afa074a74ea9_Subcontractor_Listing.pdf

CERTIFICATION OF NON-SEGREGATED FACILITIES*
Please download the below documents, complete, and upload.

- Certification_of_Non_Segreg...

Cert_Non_Segregated_Facilities.pdf

BID FORM
Please download the below documents, complete, and upload.

- BID_FORM.docx

Bid_Form_Incorrect.pdf

13. Forms Required at Time of Contract

CERTIFICATE OF LIABILITY INSURANCE

- Certificate_of_Liability_In...

No response submitted

PAYMENT BOND - SAMPLE

- Payment_Bond_SAMPLE.pdf

No response submitted

PERFORMANCE BOND - SAMPLE

- Performance_Bond_SAMPLE.pdf

No response submitted

AFFIDAVIT OF WAGES PAID*
Please download the below documents, complete, and upload.

- AFFIDAVIT_OF_WAGES_PAID.pdf

Not_Required_At_This_Time.pdf

STATEMENT OF INTENT TO PAY PREVAILING WAGES*
Please download the below documents, complete, and upload.

- STATEMENT_OF_INTENT_TO_PAY_...

Not_Required_At_This_Time.pdf

PAYROLL STATEMENT OF COMPLIANCE*
Please download the below documents, complete, and upload.

- Payroll_Statement_of_Compli...

Not_Required_At_This_Time.pdf

PRICE TABLES

Line Item	NMDOT Item ID	Specification	Description	Quantity	Unit of Measure	Unit Cost	Total
1	621000	621	Mobilization and demobilization	1	Lump Sum	$36,540.00	$36,540.00
2	201000	SP-201	Clearing and grubbing	1	Lump Sum	$7,875.00	$7,875.00
3	801000	SP-801	Construction surveys and staking	1	Lump Sum	$36,750.00	$36,750.00
4	6032801	603	Temporary erosion and sediment control	1	Lump Sum	$9,818.00	$9,818.00
5	702810	702	Traffic control	1	Lump Sum	$1,575.00	$1,575.00
6		SP-602-A	Salvage and install grouted boulders (42-64 cubic foot)	215	Tons	$309.00	$66,435.00
7		SP-601	Grout existing boulders	7	Cubic Yards	$3,493.00	$24,451.00
8		SP-602-A	Furnish and install grouted structure B24 rock (1.25 ton/rock)	648	Tons	$347.00	$224,856.00
9		SP-602-A	Furnish and install grouted structure B36 rock (3.75 ton/rock)	348	Tons	$464.00	$161,472.00

Line Item	NMDOT Item ID	Specification	Description	Quantity	Unit of Measure	Unit Cost	Total
10	511000	SP-509, 511	Furnish and install a class a (3000psi) concrete cutoff sill	42	Cubic Yards	$1,724.00	$72,408.00
11	203000	SP-203, 206	Earthwork: excavation and compacted backfill	392	Cubic Yards	$23.00	$9,016.00
12	602010	602	Furnish and install Class B riprap	90	Cubic Yards	$177.00	$15,930.00
13	605000	SP-605-A	Furnish and install 6" drain tile	267	Linear Foot	$25.00	$6,675.00
14	632020	SP-632-A, 632, 664	Revegetation and planting	1	Lump Sum	$35,333.00	$35,333.00
TOTAL							**$709,134.00**

Services Offered to the City of Santa Fe (FY26)

Services not offered by Horizons

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

From: DUTTON-LEYDA, TRAVIS K.
To: JORDY, CLAIRE S.
Cc: Purchasing DET
Subject: RE: Determination for Santa Fe River Repairs at Cristobal Colon
Date: Friday, January 23, 2026 1:37:18 PM
Attachments: image002.png
image004.png

Greetings,
Based on the information provided, the scope of work is classified as **Construction**. This determination is made solely for the purpose of addressing the classification question and does not constitute a comprehensive review of the scope or the procurement method's compliance with all applicable legal or regulatory requirements.
This determination is subject to change if the scope of work is modified from the original submission.
The procurement process must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe's Procurement Manual
- Central Purchasing procedures
- Applicable state statutes
- Requirements of the New Mexico Department of Workforce Solutions, if applicable

Please note:

- Save this email as a PDF and upload it into the corresponding Munis record(s).
- 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.govand. Request signature from: klmorgan@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.
- 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 for Finances Only] https://santafenm.munisselfservice.com/vss/

[We Are Live With OpenGov] 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: JORDY, CLAIRE S. <csjordy@santafenm.gov>
Sent: Friday, January 23, 2026 1:36 PM

To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Determination for Santa Fe River Repairs at Cristobal Colon

Hello,

Can I get a determination for the following scope of work please?

Construction will consist of removal and reconstruction activities of grade control structures in the Santa Fe River, near Avenida Cristobal Colon. The work includes removal of deteriorated infrastructure, installation of new grouted boulder grade control structures, and revegetation. The scope of the work for construction will include, but is not limited to:

- Onsite meetings with Engineer of Record
- Site Preparation
- Removal & Demolition
- Earthwork & Grading
- Erosion Control & Site Restoration
- Traffic Control
- Mobilization, Demobilization, and Final Cleanup

Best,

Claire Jordy
Project Manager II
River and Watershed Section
City of Santa Fe

phone: 505-469-8849
email: csjordy@santafenm.gov

CITY OF SANTA FE
RIVER & WATERSHED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2026

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

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

PRODUCER Miller-Hartwig Insurance PO Box 1177 Lakeville MN 55044	**CONTACT NAME:** John Rooney **PHONE (A/C, No, Ext):** 952-469-0404 **FAX (A/C, No):** 952-469-1881 **E-MAIL ADDRESS:** jrooney@millerhartwig.com
INSURED JOCEWAT-01 Jocelyn Water and Sewer, LLC 18759 Range Pole Pt Big Lake MN 55309-4652	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Scottsdale Insurance Company **INSURER B :** Progressive **INSURER C :** ACE AMERICAN INSURANCE COMPANY **INSURER D :** Ohio Casualty Ins Co 24074 **INSURER E :** SFM Mutual Insurance Co 11347 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 106390090 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CPS8275192	8/19/2025	8/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			988080856	10/14/2025	10/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CXS4062104	8/19/2025	8/19/2026	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		189176.202	2/10/2026	2/10/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C D	Pollution Liability Equipment Coverage			G48828401 001 BMO69602393	8/19/2025 8/25/2025	8/19/2026 8/25/2026	1,000,000 2,500 ded/condition 125,000	2,000,000 Agg.

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

CERTIFICATE HOLDER

City of Santa Fe
River and Watershed Section
200 Lincoln Avenue
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John F. Romero

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: Jocelyn Water and Sewer, LLC

Business Location: 18759 Range Pole Pt
Big Lake, MN 55309

Owner: Jeremy Jocelyn

License Number: 241583

Issued Date: October 02, 2025

Expiration Date: October 02, 2026

CRS Number: 03653593001-GRT

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - Specialty

Fees Paid: $10.00

Jocelyn Water and Sewer, LLC

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Signature: Zoe Isaacson

Email: zrisaacson@santafenm.gov

Signature: Melissa McDonald

Email: mamcdonald@santafenm.gov

Signature: YVONNE SWENSON (May 18, 2026 15:49:07 MDT)

Email: ycswenson@santafenm.gov

Signature: JOHN BURNETT (May 20, 2026 10:14:34 MDT)

Email: jsburnett@santafenm.gov

CITY OF SANTA FE

Date: **April 22, 2026**

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

From: John Del Mar, Engineer Supervisor, Water Division JDM

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

Jonathan Montoya, Interim Water Division Director JM JM

Subject: Permitting Software Contract Amendment and Budget Amendment Resolutions

Vendor Name: Vertosoft, LLC

Vendor Number: 10788

ACTION:

Request for Approval of Amendment No. 1 to a General Services Contract with Vertosoft LLC for the Purchase of Additional OpenGov Enterprise Asset Management Software Domains in a Total Amount Not to Exceed $209,278.24, Including NM GRT.

1. Request for Approval of a Budget Amendment Resolution (BAR) Increasing Public Utilities Admin Software Budget by $84,705.00 and Decreasing Available Water Enterprise Fund in the Total Amount of $84,705.00.

CONTRACT NUMBER:

The FY25 Munis contract number is 3260136.

BACKGROUND AND SUMMARY:

The OpenGov Permitting and Licensing platform was selected by the City of Santa Fe Land Use Department in July 2025. The platform supports key land use planning and permitting functions, including application intake, plan review, inspections, fee collection, code enforcement, licensing, and reporting. The Water Division's development process is supported in the Land Use implementation of the OpenGov platform; however, the Water Division has additional processes that occur outside of the Land Use framework. These are cases where customers come to the Water Division for new or changed water service and water line extensions, but do not need to go through any Land Use process. To maintain consistency withing the Water Division, and between the Public Utilities and Land Use Departments, the Water Division approached OpenGov for an expansion in their scope to include our additional use cases.

Original contract item #25-0373 in the amount of $800,576.77 was approved by the Governing Body on August 13, 2025. The contract includes a one-time deployment, first year subscription and two additional annual renewals. The first renewal date is February 14, 2026.

Amendment 1 increases the contract amount by $209,278.24 for a total of $1,035,141.40 including NMGRT for the four remaining years of the contract. The contract amendment includes a one-time deployment, first year subscription and two

additional annual renewals. The amendment also corrects the NMGRT rate in the original contract. The cost of this amendment will be funded by the Water Division.

The FY26 cost requested in Amendment No. 1, is $84,705.00 including GRT and includes costs for implementation as well as the first-year subscription. Subsequent years will be included in the Water Division's annual operating budget. The requested budget amendment is funded by the Water Enterprise Fund.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Enterprise Fund / 505

Munis Org Name/Number: PUD Admin / 5115501

Munis Object Name/Number: Software>$5k / 570850

Budget Officer / Designee: Andy Hopkins **Date:** 05/01/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Cooperative Purchase - procurement method is the OMNIA Partners contract 01-165.

Item #25-0373 Munis No. 3260136.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 05/06/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: Eric Candelaria (May 26, 2026 10:35:01 MDT) **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:

Amendment 1
Budget Adjustment Request (BAR)
Original contract packet
Certificate of Insurance

Item#_____
Munis Contract# 3260136
Original Contract Item# 25-0373
OMNIA Partners Master Agreement # 01-165

CITY OF SANTA FE
GENERAL SERVICES CONTRACT
ITEM #25-0373
AMENDMENT NO. 1

This AMENDMENT NO. 1 ("Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated August 16, 2025 ("Contract"), between the City of Santa Fe ("City") and VERTOSOFT, LLC. ("Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 2, paragraph A of the Contract is amended to read as follows:

The Contractor shall perform the scope of work outlined in Exhibit A and Exhibit A.1.

2. COMPENSATION.

Article 3 of the Contract is amended to increase the amount of compensation by a total of One-Hundred Ninety-Three Thousand Four Hundred Forty Dollars and Thiry-One Cents ($193,440.31), plus applicable out-of-state GRT. The GRT for the increased amount will be calculated based on the current rate of 8.1875%, totaling $15,837.93, so that Article 3 reads in its entirety as follows:

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit B and Exhibit B1, less retainage, if any, as identified in paragraph C of this Clause.

A. The amount payable to the Contractor under this Contract shall not exceed $956,803.14, plus applicable GRT. The GRT will be calculated based on the current rate of 8.1875%, totaling $78,338.26. The total compensation is $1,035,141.40. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. contractor is responsible for notifying the City when the Services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Contract being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Progress and Deliverable Payments will be made to the Contractor's designated mailing address. In accordance with NMSA 1978, Section 13-1-158, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance. All payment invoices MUST BE received by the City at least thirty (30) days after the completion of each Deliverable and no later than fifteen (15) days after the termination of this Contract. Payment Invoices received after such date WILL NOT BE PAID. If you do not receive confirmation of invoice receipt within seven days, email accountspayable@santafenm.gov to request an update. For contract-related inquiries, contact purchasing@santafenm.gov.

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the date of the final signature set forth below.

CITY OF SANTA FE:

MAYOR MICHAEL J. GARCIA

DATE:

CONTRACTOR: VERTOSOFT, LLC

H. Jay Colavita

JAY COLAVITA, PRESIDENT

DATE: Apr 21, 2026

NMBTIN# 81-3911287

City of Santa Fe Business Registration _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos D. Martinez

Marcos D. Martinez (Apr 21, 2026 08:35:47 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (May 22, 2026 09:51:00 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Exhibit A1

Statement of Work

City of Santa Fe, NM

Creation Date: 01/28/2026
SoW Expiration Date:04/28/2026
Document Number: PS-10998.1
Created by: Josh Volpert

Table of Contents

OpenGov Statement of Work **3**
1. Project Scope and Understanding 3
2. Exhibits 3
3. OpenGov Responsibilities 3
4. Customer Responsibilities 3
5. Project Delivery 4
6. Estimated Schedule 4
7. Acceptance Procedure 4
8. Modifications 4
9. Communication and Escalation Procedure 5
Exhibit 1: Implementation Activities **6**
OpenGov Implementation Methodology Overview 6
Permitting & Licensing 6
Initiate 6
Validate 7
Configure 7
Train 8
Launch 9
Exhibit 2: Technical Requirements **10**
Permitting & Licensing Technical Requirements 10

OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to the City of Santa Fe, NM ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Permitting & Licensing

2.2. Exhibit 2: Technical Requirements

2.2.1. Permitting & Licensing

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order").

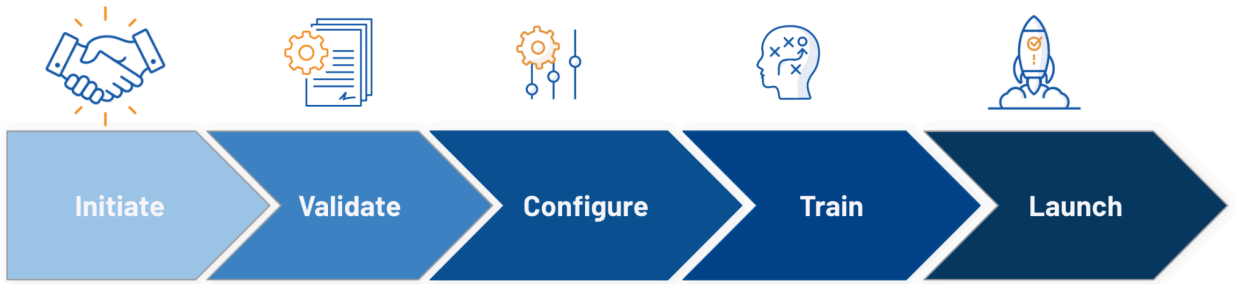
Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a standardized five-phase methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Water Services

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- Provide the needed data and format to the customer.
- Discuss data needs for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
  - Review deliverables
  - Review technical requirements
  - Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Configure

Record Types Deliverables

OpenGov will configure the following standard record types, including sub-types, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Water Services Service Area
Up to one (1) record types from the following list:

- Water Service Application

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Autofill Integration

OpenGov will:

- Provide up to two (2) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

Train

Administrator Training

OpenGov will:

- Provide up to eight (8) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
    - Setting up the public portal
    - Employee app settings
    - Creating and editing record types
    - Managing Forms
    - Editing Documents
    - Creating Workflows
    - Setting up Inspections
    - Reporting & Transparency
        - Download and upload data
        - How to create reports and dashboards
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to eight (8) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
    - Navigation of the system
    - Manage inbox and tasks
    - Take payments
    - Conduct inspections
    - Create records
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 2/25/2026, 6:12 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: opengov@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Santa Fe, NM

Contract: NCPA - OMNIA 01-165

Quote #: Q-19530
Expires On: 4/15/2026

Ship To
Taylor Jurgens
City of Santa Fe, NM

Quote For:
Name:
Company: City of Santa Fe, NM
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 4/15/2026
Overall POP End Date: 4/14/2029

Group1 4/15/2026 - 4/14/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWCV-B300500M-AR-3Y	Autofill Interface - Between $300-500 Million - 3Y	2.00	$1,482.01	$2,964.02
OG-TWET-B300500M-AR-3Y	Permitting and Licensing - Public Works Permits Additional Service Area - Between $300-500 Million - 3Y	1.00	$50,530.14	$50,530.14
OG-PSBG-B300500M-OT-0Y	Professional Services Deployment - Prepaid - Between $300-500 Million - 0Y	124.00	$200.00	$24,800.00
			Group1 TOTAL:	$78,294.16

Group2 4/15/2027 - 4/14/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWCV-B300500M-AR-3Y	Autofill Interface - Between $300-500 Million - 3Y	2.00	$1,556.10	$3,112.20
OG-TWET-B300500M-AR-3Y	Permitting and Licensing - Public Works Permits Additional Service Area - Between $300-500 Million - 3Y	1.00	$53,056.65	$53,056.65
			Group2 TOTAL:	$56,168.85

Group3 4/15/2028 - 4/14/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWCV-B300500M-AR-3Y	Autofill Interface - Between $300-500 Million - 3Y	2.00	$1,633.91	$3,267.82
OG-TWET-B300500M-AR-3Y	Permitting and Licensing - Public Works Permits Additional Service Area - Between $300-500 Million - 3Y	1.00	$55,709.48	$55,709.48
			Group3 TOTAL:	$58,977.30

Grand Total: $193,440.31

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

Statement of Work

City of Santa Fe, NM

Creation Date: 01/28/2026
SoW Expiration Date:04/28/2026
Document Number: PS-10998.1
Created by: Josh Volpert

Table of Contents

OpenGov Statement of Work **3**
1. Project Scope and Understanding 3
2. Exhibits 3
3. OpenGov Responsibilities 3
4. Customer Responsibilities 3
5. Project Delivery 4
6. Estimated Schedule 4
7. Acceptance Procedure 4
8. Modifications 4
9. Communication and Escalation Procedure 5
Exhibit 1: Implementation Activities **6**
OpenGov Implementation Methodology Overview 6
Permitting & Licensing 6
Initiate 6
Validate 7
Configure 7
Train 8
Launch 9
Exhibit 2: Technical Requirements **10**
Permitting & Licensing Technical Requirements 10

OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to the City of Santa Fe, NM ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Permitting & Licensing

2.2. Exhibit 2: Technical Requirements

2.2.1. Permitting & Licensing

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order").

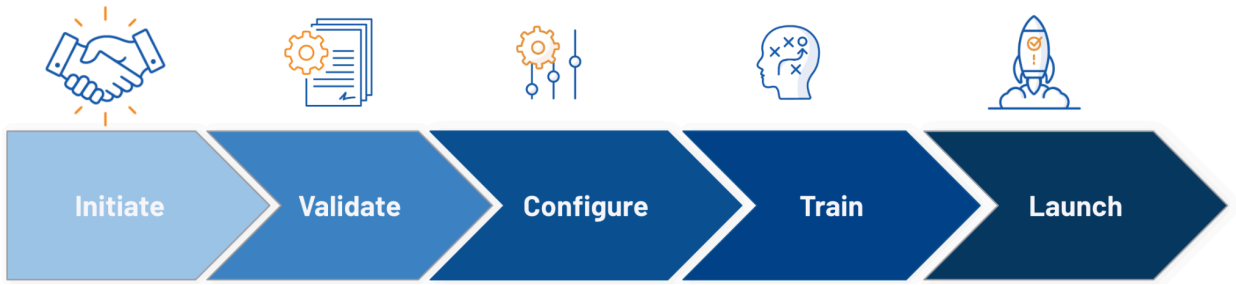
Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a standardized five-phase methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Water Services

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- Provide the needed data and format to the customer.
- Discuss data needs for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
  - Review deliverables
  - Review technical requirements
  - Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Configure

Record Types Deliverables

OpenGov will configure the following standard record types, including sub-types, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Water Services Service Area
Up to one (1) record types from the following list:

- Water Service Application

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Autofill Integration

OpenGov will:

- Provide up to two (2) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

Train

Administrator Training

OpenGov will:

- Provide up to eight (8) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
    - Setting up the public portal
    - Employee app settings
    - Creating and editing record types
    - Managing Forms
    - Editing Documents
    - Creating Workflows
    - Setting up Inspections
    - Reporting & Transparency
        - Download and upload data
        - How to create reports and dashboards
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to eight (8) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
    - Navigation of the system
    - Manage inbox and tasks
    - Take payments
    - Conduct inspections
    - Create records
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / PU ADMIN	4/27/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
ESD- Utility IF Transfer Out To 511	5100331	765511		19,846	
WWD- Utility IF Transfer Out To 511	5000061	765511		17,727	
WTR- Utility IF Transfer Out To 511	5050381	765511		44,537	
PU Admin, Software Purchase	5115501	570850		82,110	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
UtilityIF Transfer In From Fund 510	5115501	665510		(19,846)	
UtilityIF Transfer In From Fund 500	5115501	665500		(17,727)	
UtilityIF Transfer In From Fund 505	5115501	665505		(44,537)	
				$ 82,110	$ -

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

BAR is needed to fund purchase of Additional OpenGov Enterprise Asset Management Software Domains.

Munis Contract #3260136

Item# 25-0373

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
510	(19,846)
500	(17,727)
505	(44,537)
511	-
TOTAL:	**(82,110)**

Amanda Britt for John Del Mar
Prepared By *{print name}* Date

JONATHAN MONTOYA
JONATHAN MONTOYA (Apr 29, 2026 09:05:31 MDT)
Division Director Signature *{optional}* Date

Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer 05/01/2026

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2025

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
Preferred Ins. Services, Inc
4100 Monument Corner Dr., Suite 400
Fairfax VA 22030

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 703-667-5940 **FAX (A/C, No):** 703-991-4838
E-MAIL ADDRESS: certs@preferins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance	20508
INSURER B : Continental Casualty Company	20443
INSURER C : Continental Insurance Company	35289
INSURER D : Arch Specialty Insurance Company	21199
INSURER E : National Fire Insurance Company of Hartford	20478
INSURER F : At-Bay Specialty Insurance Company	31127

INSURED VERTLLC-01
Vertosoft LLC
1602 VILLAGE MARKET BLVD SE STE 320
Leesburg VA 20175

COVERAGES **CERTIFICATE NUMBER:** 1027144996 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	8035262202	12/1/2025	12/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
E	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	8035510142	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUE 8035262233	12/1/2025	12/1/2026	EACH OCCURRENCE AGGREGATE 	$ 8,000,000 $ 8,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC835262216	12/1/2025	12/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D F F	Tech E&O/Cyber/Media Liability Excess Liability 5mil over 5mil Excess Liability 5mil over 10mil			C4LRC103259CYBER2025A 833896578 AB-6738588-01	12/1/2025 12/1/2025 12/1/2025	12/1/2026 12/1/2026 12/1/2026	Each Claim/Aggregate Each Claim/Aggregate Each Claim/Aggregate	5,000,000 5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: City of Santa Fe Water Division, 801 W San Mateo Rd., Santa Fe, NM 87505 are Additional Insured with respect to General Liability, which includes on-going and completed operations, and Automobile Liability regarding all work performed by the named insured. Waiver of Subrogation in favor of Additional Insureds applies to General Liability, Automobile Liability and Workers' Compensation. Umbrella Liability Follows form. Primary & non-contributory wording applies to General Liability as required by written contract. Auto Insurance is primary (except for non-owned autos).

CERTIFICATE HOLDER

City of Santa Fe Water Division
801 W San Mateo Rd.
Santa Fe NM 78505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CNA

CNA PARAMOUNT

Technology General Liability Extension Endorsement

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

TABLE OF CONTENTS

1. **Additional Insureds**
2. **Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance**
3. **Bodily Injury – Expanded Definition**
4. **Broad Knowledge of Occurrence/ Notice of Occurrence**
5. **Broad Named Insured**
6. **Estates, Legal Representatives and Spouses**
7. **Expected Or Intended Injury – Exception for Reasonable Force**
8. **In Rem Actions**
9. **Incidental Health Care Malpractice Coverage**
10. **Joint Ventures/Partnership/Limited Liability Companies**
11. **Legal Liability – Damage To Premises**
12. **Medical Payments**
13. **Non-owned Aircraft Coverage**
14. **Non-owned Watercraft**
15. **Personal And Advertising Injury – Discrimination or Humiliation**
16. **Personal And Advertising Injury - Limited Contractual Liability**
17. **Property Damage - Elevators**
18. **Supplementary Payments**
19. **Property Damage – Patterns, Molds and Dies**
20. **Unintentional Failure To Disclose Hazards**
21. **Waiver of Subrogation – Blanket**

5002000028035262202080

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

1. ADDITIONAL INSUREDS

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

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

(2) was executed prior to:

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

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

for which such additional insured seeks coverage.

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

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

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

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

A. Controlling Interest

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

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

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

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

B. Co-owner of Insured Premises

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

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

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

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

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

G. Mortgagee, Assignee or Receiver

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

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

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

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

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
   - **a.** the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   - **b.** the construction, erection, or removal of elevators; or
   - **c.** the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:
   - **a. Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
   - **b. Bodily injury** or **property damage** included within the **products-completed operations hazard**.

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

5002000028035262202089 1

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

I. Trade Show Event Lessor

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

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

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

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

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

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured**;

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

3. This Paragraph **J.** also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

a. this **Coverage Part** provides such coverage;

b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and

c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

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

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

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

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

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

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

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

A. BROAD KNOWLEDGE OF OCCURRENCE

5002000028035262202892

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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

B. NOTICE OF OCCURRENCE

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

5. BROAD NAMED INSURED

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

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

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

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

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

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

(a) any partnership or joint venture; or

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

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

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

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

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

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

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

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

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

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

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

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

This insurance does not apply to:

Expected or Intended Injury

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

8. IN REM ACTIONS

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

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

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

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

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

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

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

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

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

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

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

This insurance does not apply to:

5002000028035262202080893

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Contractual Liability

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

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

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

Dishonesty or Crime

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

Medicare/Medicaid Fraud

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

Services Excluded by Endorsement

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

C. DEFINITIONS is amended to:

i. add the following definitions:

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

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

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

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

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

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

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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

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

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

a. add the following:

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

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

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

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

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

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

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

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

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

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

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

Other Insurance

b. Excess Insurance

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

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

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

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

5002000028035262202O894

Named Insured is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

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

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

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

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

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

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

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

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

C. **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

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

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

12. MEDICAL PAYMENTS

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

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

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

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

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

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

13. NON-OWNED AIRCRAFT

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

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

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

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

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

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

14. NON-OWNED WATERCRAFT

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

This exclusion does not apply to:

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

(a) less than 75 feet long; and

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

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

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

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

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

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

This insurance does not apply to:

5002000028035262202089S

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Knowing Violation of Rights of Another

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

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

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

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

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

Premises Related Discrimination

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

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

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

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

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

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

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

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

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

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

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

17. PROPERTY DAMAGE – ELEVATORS

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

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

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

18. SUPPLEMENTARY PAYMENTS

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

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

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

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

5002000028035262202086

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

21. WAIVER OF SUBROGATION - BLANKET

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

VIRGINIA LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: VERTOSOFT LLC
Endorsement Effective Date: 12/01/2025

SCHEDULE	
Insurance Company: National Fire Insurance Company of Hartford	
Policy Number: 8035510142	
Effective Date: 12/01/2025	**Expiration Date:** 12/01/2026
Named Insured: VERTOSOFT LLC	
Address: 1602 VILLAGE MARKET BLVD SE STE 340 LEESBURG, VA 20175-5105	
Additional Insured (Lessor):	
Address	
Designation Or Description Of Leased "Autos":	

© Copyright Insurance Services Office, Inc., 2019

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

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

© Copyright CNA All Rights Reserved.

This coverage applies only in the event of a total theft of your covered **auto.**

This insurance is excess over any other collectible insurance and no deductible applies.

6. Rental Reimbursement

The following is added to **SECTION III, Paragraph A.4.**:

d. We will pay for rental reimbursement expenses incurred by you for the rental of an **auto** because of **loss** to a covered **auto**. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered **auto**. No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the **loss** and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered **auto**; or,

(b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or,

(b) $25 per day subject to a maximum of $375.

3. This coverage does not apply while there are spare or reserve **autos** available to you for your operations.

4. If **loss** results from the total theft of a covered **auto** of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

D. Waiver Of Subrogation

Paragraph **A.5.** of **SECTION IV – BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for injury or damages under this Coverage Form.

The injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to such waiver prior to an **accident** or **loss.**

E. International Coverage – Hired "Autos"

Paragraph **B.7.e.** of **SECTION IV – BUSINESS AUTO CONDITIONS** is deleted and replaced by the following:

e. Anywhere in the world if:

1. A covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

2. The **insured's** responsibility to pay damages is determined in a **suit** on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover **loss** to, or **accidents** involving, a covered **auto** while being transported between any of these places.

F. Airbag Coverage

The following is an exception to Paragraph **B.3.a.** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

© Copyright CNA All Rights Reserved. Includes copyrighted material of the Insurance Services Office, Inc., used with its permission.

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident,** and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim**, **incident** or such event covered by such **other insurance.**

With respect to **Coverage A – Excess Follow Form Liability** only, if:

a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;

b. **Underlying Insurance** includes that person or entity as an additional insured; and

c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

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

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and

2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

© Copyright CNA All Rights Reserved.

Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss**.**

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

A. notices that are published include material placed on the Internet or on similar electronic means of communication; and

B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement.**

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim.**

Auto means:

A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment.**

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

Claim means a:

A. suit; or

© Copyright CNA All Rights Reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

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

Copyright 1983 National Council on Compensation Insurance.

Exhibit A1

Statement of Work

City of Santa Fe, NM

Creation Date: 01/28/2026
SoW Expiration Date:04/28/2026
Document Number: PS-10998.1
Created by: Josh Volpert

Table of Contents

OpenGov Statement of Work **3**
1. Project Scope and Understanding 3
2. Exhibits 3
3. OpenGov Responsibilities 3
4. Customer Responsibilities 3
5. Project Delivery 4
6. Estimated Schedule 4
7. Acceptance Procedure 4
8. Modifications 4
9. Communication and Escalation Procedure 5
Exhibit 1: Implementation Activities **6**
OpenGov Implementation Methodology Overview 6
Permitting & Licensing 6
Initiate 6
Validate 7
Configure 7
Train 8
Launch 9
Exhibit 2: Technical Requirements **10**
Permitting & Licensing Technical Requirements 10

OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to the City of Santa Fe, NM ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Permitting & Licensing

2.2. Exhibit 2: Technical Requirements

2.2.1. Permitting & Licensing

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order").

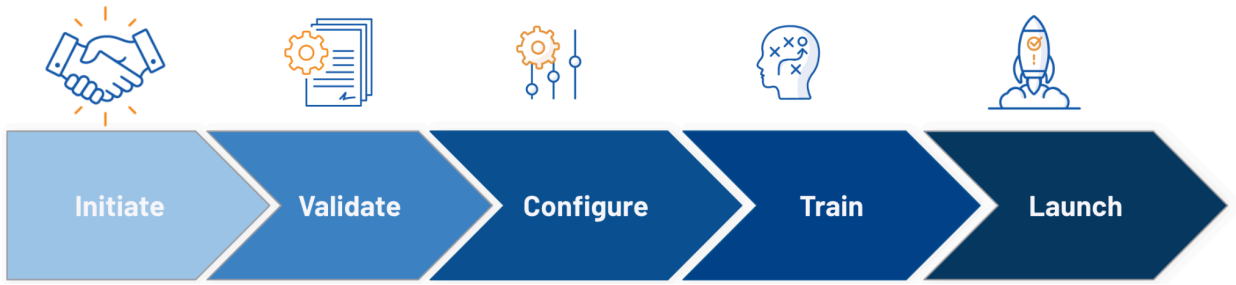
Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a standardized five-phase methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Water Services

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- Provide the needed data and format to the customer.
- Discuss data needs for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
  - Review deliverables
  - Review technical requirements
  - Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Configure

Record Types Deliverables

OpenGov will configure the following standard record types, including sub-types, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Water Services Service Area
Up to one (1) record types from the following list:

- Water Service Application

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Autofill Integration

OpenGov will:

- Provide up to two (2) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

Train

Administrator Training

OpenGov will:

- Provide up to eight (8) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
    - Setting up the public portal
    - Employee app settings
    - Creating and editing record types
    - Managing Forms
    - Editing Documents
    - Creating Workflows
    - Setting up Inspections
    - Reporting & Transparency
        - Download and upload data
        - How to create reports and dashboards
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to eight (8) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
    - Navigation of the system
    - Manage inbox and tasks
    - Take payments
    - Conduct inspections
    - Create records
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

CITY OF SANTA FE

Date: July 23, 2025

To: Finance Committee and Governing Body

Via: Mark Scott, City Manager for ANDREA PHILLIPS (Jul 25, 2025 09:58:49 MDT)
Elisa Montoya, Community Development Director Elisa D. Montoya Elisa D. Montoya (Jul 30, 2025 19:40:48 MDT)

From: Heather Lamboy, Planning and Land Use Department Director

Subject: Request to Establish a City of Santa Fe General Services Contract With Vertosoft, LLC to Obtain and Implement the OpenGov Permitting, Licensing & Code Enforcement Software and Related Modules (Heather Lamboy, Planning and Land Use Director, hllamboy@santafenm.gov)

Vendor Name: Vertosoft, LLC, Subcontractor: OpenGov

Vendor Number: 10788

ACTION:
Request for Approval of General Service Contract with Vertosoft, LLC for the Purchase of OpenGov and Implementation Services in the total amount not to exceed $763,362.83, plus out-of-state GRT, for a Five-Year Term. (Heather Lamboy, Planning and Land Use Director, hllamboy@santafenm.gov)

BACKGROUND AND SUMMARY:

The City of Santa Fe intends to procure OpenGov Permitting, Licensing & Code Enforcement software and related modules via an existing OMNIA Partners Cooperative Master Agreement (No. 01-165) with Vertosoft, LLC. This software will be a valuable tool for City staff to streamline permitting processes, enhance customer service, and improve overall operational efficiency.

In May of 2017, the City implemented the Tyler EnerGov system in an effort to modernize permitting and licensing functions. However, EnerGov has consistently proven unreliable, difficult to configure, and heavily dependent on costly modifications to meet even basic business needs. Despite significant time and effort invested by City staff and ITT, EnerGov remains problematic.

These issues are not unique to Santa Fe. Government entities across the country—including San Diego County, CA; the City of Dallas, TX; the City of Raleigh, NC; Clark County, NV; and Prince William County, VA—have publicly reported similar frustrations with EnerGov. Commonly cited issues include:

Extensive Customization Needs: EnerGov is marketed as highly configurable, but many jurisdictions find that achieving basic operational needs requires expensive, time-consuming custom development.

High Ongoing Costs: Even after implementation, governments frequently face substantial ongoing expenses for outside consultants, app developers, and Tyler's own services to maintain or modify the system.

Frequent System Errors and Instability: Users report system glitches, slow performance, and frequent disruptions to core permitting workflows such as inspections, reviews, and approvals.

Upgrade Risks: Updates and patches often break prior customizations, making routine maintenance risky and costly.

Poor User Experience: The platform is unintuitive for both staff and applicants, increasing error rates and extending processing times.

Delayed and Inconsistent Support: Agencies report slow response times for technical support, with urgent issues sometimes taking days or weeks to resolve.

Inflexibility Post-Go-Live: Even small changes to workflows, fees, or forms typically require opening new change orders or waiting on Tyler's development teams.

Given these challenges, continuing with EnerGov would mean prolonged troubleshooting, high ongoing costs, and delayed improvements for the City's permitting operations. It would also restrict the City's ability to quickly adapt to new permitting needs or regulatory changes.

As part of its efforts to identify a better permitting solution, the City evaluated multiple software platforms. After extensive market research, product demonstrations, and reference checks with other government agencies, OpenGov emerged as the best-in-class solution. OpenGov offers a proven, modern, cloud-based platform that meets the City’s needs today—and is flexible enough to adapt to future demands.

OpenGov’s Permitting platform has been successfully implemented by hundreds of government entities and offers mobile access, a user-friendly interface, faster deployment, and built-in best practices—without requiring heavy customization. Additionally, OpenGov provides direct applicant support at no extra cost, reducing the burden on City staff.

The software will support key permitting functions, including application intake, plan review, inspections, fee collection, code enforcement, licensing, and reporting. It will enable the City to streamline workflows, reduce processing times, improve applicant communication, and strengthen transparency. OpenGov also offers significantly faster and more accessible customer support compared to Tyler, with users having immediate access to assistance when needed—dramatically reducing downtime and minimizing disruptions to work.

The contract will be for a five-year term, with a total contract amount not to exceed $800,576.77, which includes $763,362.83 in compensation and $37,213.94 in out-of-state GRT at a rate of 4.875%. The expected cost in the first year is $330,564.52, of which approximately $129,496.78 will be one-time implementation costs. The remaining amount will cover the annual software subscription.

PROCUREMENT METHOD:
NMSA 1978, Section 13-1-135 – Cooperative Purchase - The procurement method is the OMNIA Partners contract 01-165.

Chief Procurement Officer Approval: _____ **Date:** 07/23/2025

Supporting Information:

CONTRACT NUMBER:
The FY26 Munis contract number: TBD

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

The funding source is: **IT Services to Other Departments**
Munis Org/Object: xx1004501/563100xx 3253950.510310 ITT ERP/SVC CNTR

Approval: Andy Hopkins **Title: Budget Officer** **Date**: 07/24/2025
Comment & Exceptions:

Grant Award Number: **N/A**
Project Ledger #: N/A

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

Repair or Replacement of Existing Equipment:
☐**Yes** | ☒ **No**

Capital Project:
☐ **Yes** | ☒ **No**

Department Approvals:
IT Components: ☒ **Yes** | ☐ **No**

Approval: **Title: City CIO** **Date**: 07/23/2025
Comment & Exceptions:

Department Contract Administrators Contact Info:
Heather Lamboy, Planning and Land Use Director, hllamboy@santafenm.gov
Margaret Moore, Planner Manager, mrmoore@santafenm.gov

ATTACHMENTS:
Certificate of Liability Insurance
General Services Contract
Statement of Work
Horizons Declination
Price Exhibit
CPO Determination
OMNIA Master Agreement
ITT Approval Form

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2025

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

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

PRODUCER	CONTACT NAME: Certificate Department	
Preferred Ins. Services, Inc 4100 Monument Corner Dr., Suite 400 Fairfax VA 22030	PHONE (A/C, No, Ext): 703-667-5940	FAX (A/C, No): 703-991-4838
	E-MAIL ADDRESS: certs@preferins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance	20508
INSURER B : Continental Casualty Company	20443
INSURER C : Continental Insurance Company	35289
INSURER D : Arch Specialty Insurance Company	21199
INSURER E :	
INSURER F :	

INSURED VERTLLC-01
Vertosoft LLC
1602 VILLAGE MARKET BLVD SE STE 320
Leesburg VA 20175

COVERAGES **CERTIFICATE NUMBER:** 838707780 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	7013025936	12/1/2024	12/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	7013025936	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	7013027489	12/1/2024	12/1/2025	EACH OCCURRENCE AGGREGATE 	$ 6,000,000 $ 6,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	7013027475	12/1/2024	12/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Tech E&O/Cyber/Media Liability			C-4LRC-103259-CYBER-2025	2/15/2025	12/1/2025	Each Claim/Aggregate	5,000,000

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

Re: City of Santa Fe is Additional Insured with respect to General Liability, which includes on-going and completed operations, and Automobile Liability, regarding all work performed by the named insured. Primary and non-contributory wording applies to General Liability as required by written contract. Auto Insurance is primary (except for non-owned autos). Waiver of Subrogation in favor of Additional Insureds applies to General Liability, Automobile Liability, and Workers' Compensation. Umbrella Liability follows form.

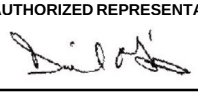
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

7013025936

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY- OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

COMMERCIAL UMBRELLA PLUS COVERAGE PART

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured identified under **SECTION II** – **WHO IS AN INSURED** of this policy.

The word "insured" means any person or organization qualifying as such under **SECTION II** – **WHO IS AN INSURED.**

The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V** – **DEFINITIONS.**

SECTION I – COVERAGES

1. Insuring Agreement

We will pay on behalf of the insured those sums in excess of "scheduled underlying insurance," "unscheduled underlying insurance" or the "retained limit" that the insured becomes legally obligated to pay as "ultimate net loss" because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies.

a. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "incident" anywhere in the world;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) With respect to "bodily injury" or "property damage" that continues, changes or resumes so as to occur during more than one policy period, both of the following conditions are met:

(i) Prior to the policy period, no "authorized insured" knew that the "bodily injury" or "property damage" had occurred, in whole or in part; and

(ii) During the policy period, an "authorized insured" first knew that the "bodily injury" or "property damage" had occurred, in whole or in part.

For purposes of this Paragraph **(1) a.(3)** only, if **(a)** "bodily injury" or "property damage" that occurs during this policy period does not continue, change or resume after the termination of this policy period; and **(b)** no "authorized insured" first knows of this "bodily injury" or "property damage" until after the termination of this policy period, then such first knowledge will be deemed to be during this policy period.

b. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "authorized insured" includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "authorized insured":

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand, claim or "suit" for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. This insurance applies to "personal and advertising injury" caused by an "incident" committed anywhere in the world during the policy period.

If we are prevented by law, statute or otherwise from paying on behalf of the insured, then we will indemnify the insured for those sums that the insured is legally obligated to pay as "ultimate net loss" because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies.

2. Exclusions

This Insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property. This exclusion does not apply to Employers Liability claims for "bodily injury" covered by "scheduled underlying insurance."

b. Contractual Liability

"Bodily injury," "property damage" or "personal and advertising injury" for which the insured is obligated to pay damages by reason of the

4002000897013027489894 6

assumption of liability in a contract or agreement. This exclusion does not apply to liability for "ultimate net loss":

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

c. "Personal and advertising injury" Exclusions

"Personal and advertising injury":

(1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";

(2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(4) Arising out of a criminal act committed by or at the direction of the insured;

(5) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

(6) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(7) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

(8) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights;

However, this exclusion does not apply to infringement, in your "advertisement," of copyright, trade dress or slogan;

(9) Committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of websites for others; or

(c) An Internet search, access, content or service provider;

However, this exclusion does not apply to paragraphs **10. a., b.** and **c.** of "personal and advertising injury" under **SECTION V – DEFINITIONS**;

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(10) Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control; or

(11) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a:

(1) Workers' compensation;

(2) Disability benefits; or

(3) Unemployment compensation

law or any similar law.

e. Employers Liability

"Bodily injury" to:

(1) An employee of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply:

(1) To liability assumed by the insured under an "insured contract"; or

(2) Only to the extent that coverage is provided by "scheduled underlying insurance."

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(i) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

(e) That are, or that are contained in property that is:

(i) Being transported or towed by, or handled for movement into, onto or from a covered "automobile";

(ii) Otherwise in the course of transit;

(iii) Being stored, disposed of, treated or processed in or upon the covered "automobile";

(f) Before the "pollutants" or property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "automobile"; or

(g) After the "pollutants" or property in which the "pollutants" are contained are moved from the covered "automobile" to the place where they are finally:

(i) Delivered;

(ii) Disposed of; or

(iii) Abandoned

by the insured.

Subparagraphs **(a)** and **(d)(i)** do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Subparagraph **(d)(i)** does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraph **(e)(iii)** does not apply to fuels, lubricants, fluids, exhaust, gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "automobile" or its parts if the "pollutants" escape or are discharged, dispersed or released directly from an "automobile" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants."

Subparagraphs **(f)** and **(g)** do not apply if the "pollutants" or property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "automobile" and the discharge, dispersal, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

(2) "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

4002000897013027489894 7

(3) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

g. Watercraft

"Bodily injury" or "property damage" arising out of the:

(1) Ownership;

(2) Maintenance;

(3) Use; or

(4) Entrustment to others

of a "watercraft" owned or operated by or rented or loaned to an insured. Use includes operation or "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "incident" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A "watercraft" while ashore on premises you own or rent;

(2) A "watercraft" you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge; or

(3) Liability assumed under an "insured contract" for the ownership, maintenance or use of "watercraft."

h. Aircraft

The ownership, maintenance, operation, use, entrustment to others or "loading or unloading" of any "aircraft":

(1) Owned by an insured; or

(2) Chartered without crew by an insured or on an insured's behalf.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "incident" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "aircraft" that is owned or operated by or rented or loaned to any insured.

i. War

Any liability arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

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

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

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

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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

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

k. Damage to your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to you Work

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

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. E.R.I.S.A.

Liability for alleged or actual violations of the Employees Retirement Income Security Act of 1974 or any amendments or additions thereto.

p. Directors and Officers

Liability for a wrongful act, error, omission or breach of duty by an insured in the performance of the office of director or officer of an organization.

q. Uninsured/Underinsured Motorist and Similar Laws

Liability imposed on the insured under an uninsured/underinsured motorist law, a personal injury protection law, a reparations benefit law or other similar law.

r. Electronic Data

Any liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data."

s. Nonemployment Related Discrimination

To any alleged or actual nonemployment related discrimination committed intentionally against a person.

t. Asbestos

(1) "Bodily Injury," "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened exposure at any time to "asbestos"; or

(2) Any loss, cost or expense that may be awarded or incurred:

(a) By reason of a claim or "suit" for any such injury or damage; or

(b) In complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of "asbestos."

u. Fungi and Microbes

(1) "Bodily injury," "property damage" or "personal and advertising injury," which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi or microbes"; or

(2) Any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of "fungi or microbes" by any insured or by anyone else.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.

v. Silica

(1) "Bodily injury" arising in whole or in part out of the actual, alleged or threatened respiration or ingestion at any time of "silica;" or

4002000897013027489894 8

(2) "Personal and advertising injury" or "property damage" arising in whole or in part out of the actual, alleged or threatened presence of "silica."

w. Named Insured vs. Named Insured

Any liability arising out of claims or "suits" by a named insured against another named insured.

x. Employment Related Practices

Any liability arising out of:

(1) A refusal to employ;

(2) Termination of employment;

(3) Demotion, evaluation, reassignment, discipline;

(4) Coercion, defamation, discrimination, harassment or humiliation; or

any other employment related practices, policies, acts or omissions.

y. Terrorism Limitation

"Bodily injury" or "property damage" arising out of any act of terrorism, unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

z. Liquor Liability Limitation

"Bodily injury" or "property damage" for which an insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;

unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

aa. Auto and Mobile Equipment Limitation

Any liability arising out of the:

(1) Ownership;

(2) Maintenance;

(3) Use; or

(4) Entrustment to others

of an "automobile" or "mobile equipment" owned or operated by or rented or loaned to an insured unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

To the extent that this insurance applies to an "automobile" or "mobile equipment" it is further subject to the pollution exclusion, exclusion **f.** of this policy.

Use includes operation or "loading or unloading."

bb. Do Not Call

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or the CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

SECTION II – WHO IS AN INSURED

1. Named Insured means any individual or organization stated in the Declarations of this policy and if you are designated in the Declarations of this policy as:

a. An individual, you and your spouse, but only with respect to the conduct of a business of which you are the sole owner.

If you are designated in the Declarations of this policy as an individual, this policy shall not apply to liability arising out of your domestic or non-business activities. This does not apply to the ownership, maintenance, use or "loading or unloading" of any "automobile," or to the Personal Umbrella Liability Coverage Part.

b. A partnership or joint venture, you and your members, your partners, and their spouses, but only with respect to the conduct of your business.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

c. An organization other than a partnership or joint venture, you and your executive officers and directors, but only with respect to their duties as your officers or directors. Your stockholders are also named insureds, but only with respect to their liability as stockholders.

d. A limited liability company, you and your members, but only with respect to the conduct of your business. Your managers are also named insureds but only with respect to their duties as your managers.

No person or organization is an insured with respect to the conduct of any current or past limited liability company that is not shown as a Named Insured in the Declarations.

e. A corporation or organization, other than partnerships, joint ventures or limited liability companies, that you form, acquire or gain control of during the policy period, but only with respect to "bodily injury," "property damage" or "personal and advertising injury" taking place after you form, acquire or gain control of such corporation or organization.

2. Insured means the Named Insured and:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your employees, other than your executive officers and directors (if you are an organization other than a partnership, joint venture or limited liability company) or your members (if you are a limited liability company) but only for acts within the scope of their employment by you or while performing duties related to the conduct or your business. However, none of these employees or "volunteer workers" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you; to your partners or members (if you are a partnership or joint venture) to your members (if you are a limited liability company) or to a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-employee or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a) or (b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control or, or over which physical control is being exercised for any purpose by you, any of your employees, "volunteer workers" any partner or member (if you are a partnership or joint venture) or any member (if you are a limited liability company).

b. A person or organization for whom you are required, by virtue of a written contract entered into prior to the "bodily injury," "property damage" or "personal and advertising injury" occurring or being committed, to provide the insurance that is afforded by this policy. This insurance applies only with respect to operations by you or on your behalf or to facilities you own or use, but only to the extent of the limits of insurance required by such contract, not to exceed the limits of insurance in this policy.

c. Any other persons or organizations included as an insured under the provisions of the "scheduled underlying insurance" shown in the Declarations of this policy and then only for the same coverage, except for limits of insurance, afforded under such "scheduled underlying insurance."

However, If a blanket additional insured endorsement is attached to the general liability "scheduled underlying insurance" pursuant to a written or oral contract or agreement between you and another person or organization (called additional insured), this insurance is excess over such insurance provided to the additional insured subject to the following conditions:

(1) If the limits specified in the written contract or agreement are less than the limits provided by the "scheduled underlying insurance," then no coverage is provided to the additional insured under this policy.

(2) If the limits specified in the written contract or agreement are greater than the limits provided by the "scheduled underlying insurance," then this insurance is excess over the insurance provided by the "scheduled underlying insurance." The limits of insurance for the additional insured are the lesser of:

(i) The limits specified in the written contract; or

(ii) The limits of the "scheduled underlying insurance" plus the limits of this policy.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought;

c. Persons or organizations making claims or bringing "suits."

4002000897013027489894 9

d. "Automobiles," "aircraft" or "watercraft" to which this policy applies; or

e. Coverages under which loss is insured in this policy.

2. The limit of insurance shown in the Declarations as the Aggregate Limit is the most we will pay for the sum of all "ultimate net loss," to which this insurance applies and applies separately to all "ultimate net loss":

a. Included in the "products-completed operations hazard";

b. To which, and in the same manner, an aggregate limit applies under "scheduled underlying insurance" other than "ultimate net loss" included in the "products-competed operations hazard"; and

c. To which no "scheduled underlying insurance" applies.

The Aggregate Limit does not apply to "ultimate net loss" for which no aggregate limit applies in the "scheduled underlying insurance."

3. Subject to **2.** above, the limit of insurance shown in the Declarations as the Each Incident limit is the most we will pay for the sum of all "ultimate net loss" to which this insurance applies arising arising out of any one "incident."

4. In the event of reduction or exhaustion of the aggregate limits of insurance under "scheduled underlying insurance" solely by reason of payments of a combination of covered:

a. Expenses;

b. Settlements; or

c. Judgments

paid thereunder as a result of "bodily injury," property damage" or "personal and advertising injury" taking place during this policy period, this policy shall, subject to this limit of insurance provision and to the remaining terms and provisions and conditions of this policy:

a. Apply in excess of such reduction of "scheduled underlying insurance"; or

b. Apply in place of the exhausted amount of "scheduled underlying insurance."

Nothing in **a.** or **b.** above shall serve to increase the limits of insurance shown in the Declarations.

5. The limits of this policy shall apply separately to:

a. Each consecutive annual period; and

b. Remaining periods of less than 12 months;

starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – CONDITIONS

1. Financial Impairment

Bankruptcy, rehabilitation, receivership, liquidation or other financial impairment of you or an "underlying insurer" shall neither relieve nor increase any of our obligations under this policy.

In the event there is diminished recovery or no recovery available to you as a result of such financial impairment of an insurer providing "scheduled underlying insurance," the coverage under this policy shall apply only in excess of the limits of insurance stated in the "scheduled underlying insurance." Under no circumstances shall we be required to drop down and replace the limits of insurance, or assume the obligations of a financially impaired insurer.

2. Duties of the Insured

a. In the event of an "incident" which has not resulted in a claim or suit.

Whenever you have information of an "incident" which involves injuries or damages likely to involve this policy, written notice shall be given by or for you to us or to our authorized agent as soon as practicable. The notice shall contain:

(1) Particular information sufficient to identify the insured;

(2) Such information as can be reasonably obtained with respect to time, place and circumstances of the occurrence or offense; and

(3) Names and addresses of the insured and of available witnesses.

b. In the Event of Claims or Suit

You shall provide us with written notice as soon as practicable whenever:

(1) A claim is made or "suit" is brought against you;

(2) You receive notice that a right to bring claim or "suit" against you will be asserted; or

(3) You obtain information that the obligation of "underlying insurers" to:

(a) Investigate;

(b) Defend;

(c) Pay on behalf of; or

(d) Indemnify

you has ceased.

Every demand, notice, summons, amended complaint or other process received by you or your representative shall be forwarded with each notice.

3. Legal Action Against Us

No legal action shall be brought against us unless you have fully complied with all the terms of this policy and the amount of your obligation to pay has been finally determined either by:

a. Judgment against you after actual trial; or

b. Written agreement between us, you and the claimant.

4. Other Insurance

This insurance is excess over and will not contribute with any other insurance available to the insured whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. This condition does not apply to insurance purchased specifically to apply in excess of this insurance.

5. Premium Audit

a. We will compute all premiums for this policy in accordance with our rules and rates.

b. If the premium is shown in the Declarations as flat, the premium for this policy is not subject to adjustment.

c. If the premium is shown in the Declarations as adjustable, the premium shown as the advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured shown in the Declarations. If the sum of the advance and audit premiums paid for the policy term are greater than the earned premium, we will return the excess, subject to the minimum premium, to the first Named Insured shown in the Declarations.

d. The first Named Insured shown in the Declarations must keep records of the information we need for premium computation, and send us copies at such times as we request.

6. Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Severability of Interests

The insurance afforded applies separately to each insured against whom claim is made or "suit" is brought. However, the inclusion of more than one insured shall not operate to increase the limits of insurance.

8. Annual Rating

If this policy is issued for a period in excess of one year, the premium may be revised on each annual anniversary in accordance with our rates and rules in effect at that time.

9. "Scheduled Underlying Insurance"

Material change in premium for "scheduled underlying insurance" shall be promptly reported to us. Premium for this policy may be adjusted to reflect changes in underlying insurance in accordance with our manuals in effect at the time of the change.

10. Maintenance of "Scheduled Underlying Insurance"

While this policy is in force you agree that the policies listed in the Declarations as "scheduled underlying insurance" and their renewals and replacements shall be maintained, without alterations of terms or conditions, in full effect during the term of this policy; except for reduction or exhaustion of the aggregate limits of insurance in the "scheduled underlying insurance," provided that such reduction or exhaustion is solely the result of "incidents" taking place during this policy period, and not before. If you fail to maintain "scheduled underlying insurance," this condition shall not invalidate this policy. However, in the event of such failure, we will only be liable to the same extent as if you had complied with this condition.

11. Appeals

If you or your "underlying insurers" elect not to appeal a judgment in excess of the limits of insurance afforded by the:

a. "Scheduled underlying insurance";

b. "Unscheduled underlying insurance"; or

c. "Retained limit";

we may elect to appeal. Our limit of liability shall not be increased because of such appeal. We will, however, pay the following costs and expenses:

a. All premium bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy;

b. All premiums on appeal bonds required in such defended "suit," but without obligation to apply for or furnish such bonds;

c. Court fees;

d. Costs and expenses taxed against you by the appellate court and interest accruing after entry of a judgment against you and before we have:

(1) Paid;

4002000897013027489895O

(2) Offered to pay; or

(3) Deposited in court

the part of the judgment that is within the applicable limit of insurance. Where the "underlying insurers" terminate their liability to pay interest on the judgment by an offer to pay their limits, you shall demand that such limits be paid. If the appeal is successful, such amounts not obligated to be paid shall be returned to such "underlying insurer."

12. Subrogation

In the case of any payments by us under the coverages of this policy, we shall be subrogated to all rights of recovery against any other party which you may have and will cooperate with you and all other interests. Amounts recovered shall be apportioned in the following order:

a. Amounts paid in excess of the payments under this policy shall first be reimbursed up to the amount paid by those, including you, who made such payments;

b. We are then to be reimbursed up to the amount we paid;

c. Any remainder shall be available to the interests of those over whom this coverage is in excess and who are entitled to claim such remainder.

Expenses necessary to the recovery of such amounts shall be divided between the interests concerned, including you, in the ratio of their respective recoveries as finally settled.

13. Settlement of Claims or Suit

We may pay, but are not obligated to pay, any part or all of the amount of the "retained limit" to effect settlement of a claim or "suit." Upon notification of the action taken you shall promptly reimburse us for such part of the "retained limit" that we had paid. All named insureds are jointly and severally responsible for our reimbursement and agree to make such reimbursement within 30 days after we give you written notice or demand for payment.

14. Sole Agent

The insured first named in the Declarations is authorized to act on behalf of all named insureds and other insureds with respect to:

a. The giving and receiving of notice of cancellation; and

b. Receiving return premium that may be payable under this policy.

The insured first named in the Declarations is responsible for the payment of premiums, but the other named Insureds jointly and severally agree to make such payments in full if the insured first named fails to pay the amount due within 30 days after we give written notice or demand.

15. Trade Sanctions

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void ab initio (void from its inception) with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

a. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;

b. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or "suit" is prohibited by U.S. economic or trade sanctions;

c. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;

d. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or

e. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this policy a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this policy a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods or services for the purposes of attracting customers or supporters is considered an advertisement.

2. **"Automobile"** means

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads; including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "automobile" does not include "mobile equipment."

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

4. **"Aircraft"** means a vehicle designed to transport persons or property in the air.

5. **"Impaired property"** means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

6. **"Insured contract"** means:

a. A lease of premises;

b. A sidetrack agreement;

c. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. The part of other contracts or agreements pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contracts or agreements are made prior to the "bodily injury" or "property damage."

Tort liability means liability that would be imposed by law in the absence of contracts or agreements.

An "insured contract" does not include that part of a contract or agreement:

a. That indemnifies an architect, engineer or surveyor for an injury or damages arising out of:

(1) Preparing, approving or failing to prepare or approve:

(a) Maps;

(b) Drawings;

(c) Opinions;

(d) Reports;

(e) Surveys;

(f) Change orders;

(g) Designs; or

(h) Specifications; or

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

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

c. That indemnifies a person or organization for damage by fire to premises rented or loaned to an insured.

7. **"Loading or unloading"** means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an "aircraft," "watercraft" or "automobile";

b. While it is in or on an "aircraft," "watercraft" or "automobile"; or

c. While it is being moved from an "aircraft," "watercraft" or "automobile" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "aircraft," "watercraft" or "automobile."

4002000897013027489895 1

8. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

   b. Vehicles that travel on crawler treads;

   c. Vehicles maintained for use solely on or next to premises you own or rent;

   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

      (1) Power cranes, shovels, loaders, diggers or drills; or

      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

   e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

      (1) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

      (2) Cherry pickers and similar devices used to raise or lower workers;

   f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

      However, self-propelled vehicles with the following type of permanently attached equipment are not "mobile equipment" but will be considered "automobiles":

      (1) Equipment designed primarily for:

         (a) Snow removal ;

         (b) Road maintenance, but not construction or resurfacing; or

         (c) Street cleaning;

      (2) Cherry pickers and similar devices mounted on "automobiles" or truck chassis and used to raise or lower workers; and

      (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

   However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "automobiles"

9. **"Incident"**

   a. With respect to "bodily injury" and "property damage," "incident" means an occurrence. An occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

   b. With respect to "personal and advertising injury," "incident" means an offense arising out of your business.

10. **"Personal and Advertising Injury"** means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

   a. False arrest, detention or imprisonment;

   b. Malicious prosecution or abuse of process;

   c. Wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;

   d. Discrimination, unless such insurance is prohibited by law;

   e. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

   f. Oral or written publication, in any manner, of material that violates a person's right of privacy;

   g. The use of another's advertising idea in your "advertisement;"

   h. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

11. **a. "Products-completed operations hazard"** includes "bodily injury" and "property damage" occurring away from premises an insured owns or rents and arising out of "your product" or "your work" except:

      (1) Products in your physical possession; or

      (2) Work not yet completed or abandoned.

   b. "Your work" will be deemed completed at the earliest of the following:

      (1) When all work called for in the "insured contract" has been completed;

      (2) When all of the work to be done at the site has been completed if the "insured's contract" calls for work at more than one site; or

(3) When that part of the work done at a job site has been put to its intended use by a person or organization other than another contractor or subcontractor working on the same project. Work that may need:

(a) Service;

(b) Maintenance;

(c) Correction;

(d) Repair; or

(e) Replacement;

but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it; or

(2) The existence of:

(a) Tools;

(b) Uninstalled equipment; or

(c) Abandoned or unused materials.

12. "Property damage" means:

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

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

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

13. "Suit" means a civil proceeding in which damages because of:

a. "Bodily injury";

b. "Property damage"; or

c. "Personal and advertising injury";

to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding alleging such damages to which you must submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

14. "Your product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes warranties or representations made with respect to the fitness, quality, durability, performance or use of "your product" and the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made with respect to the fitness, quality, durability, performance or use of "your work" and the providing of or failure to provide warnings or instructions.

16. "Retained limit" means the amount stated as such in the Declarations. The "retained limit" is retained and payable by the insured as respects all "incidents" not covered by "scheduled underlying insurance" or by "unscheduled underlying insurance."

17. "Scheduled underlying insurance" means the insurance policies listed in the Schedule of Underlying Insurance including renewal or replacement of such contracts which are not more restrictive than those listed in the aforementioned Schedule of Underlying Insurance.

18. "Ultimate net loss"

a. "Ultimate net loss" means the actual damages the insured is legally obligated to pay, either through:

(1) Final adjudication on the merits; or

(2) Through compromise settlement with our written consent or direction;

because of "incident(s)" covered by this policy.

However, it includes the above mentioned sums only after deducting all other recoveries and salvages.

4002000897013027489895 2

b. "Ultimate net loss" does not include the following:

(1) Costs or expenses related to:

(a) Litigation,

(b) Settlement;

(c) Adjustment; or

(d) Appeals;

nor costs or expenses incident to the same which an "underlying insurer" has paid, incurred or is obligated to pay to or on behalf of the insured;

(2) Pre-judgment interest;

(3) Office costs and expenses and salaries and expenses of the employees of an insured;

(4) Our office costs and expenses and salaries of our employees; or

(5) General retainer and/or monitoring fees of counsel retained by the insured.

19. "Underlying insurer" means an insurer whose policy covers "bodily injury," "property damage" or "personal and advertising injury" also covered by this policy but does not include insurers whose policies were purchased specifically to be in excess of this policy. It includes all insurers providing:

a. "Unscheduled underlying insurance"; and

b. "Scheduled underlying insurance."

20. "Unscheduled underlying insurance"

a. "Unscheduled underlying insurance" means insurance policies available to an insured, whether:

(1) Primary;

(2) Excess;

(3) Excess-contingent; or

(4) Otherwise;

except the policies listed in the Schedule of Underlying Insurance.

b. "Unscheduled underlying insurance" does not include insurance purchased specifically to be excess of this policy.

21. "Watercraft" means a vehicle designed to transport persons or property in or on water.

22. "Authorized Insured" means any named insured or any employee authorized by a named insured to give or receive notice of a claim or "suit."

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

24. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

25. "Fungi or microbes" means:

a. Any form of fungus, yeast, mold, mildew, or mushroom, including mycotoxins, spores, scents, byproducts or other substances produced or released by fungi; and

b. Any bacteria, virus, or any other non-fungal, single celled or colony-form organism, including any toxins, scents, byproducts or other substances it produces or releases, whose injurious source is in or on a building or its contents.

But "fungi and microbes" does not include fungi that were deliberately grown for human consumption, microbes that were transmitted directly from person to person, or microbes that caused food poisoning, if your business is food processing, sales, or serving.

26. "Silica" means the chemical compound silicon dioxide (SiO2) in any form, including dust which contains "silica."

27. "Asbestos" means the mineral in any form whether or not the asbestos was at any time:

a. Airborne as a fiber, particle or dust;

b. Contained in or formed a part of a product, structure or other real or personal property;

c. Carried on clothing;

d. Inhaled or ingested; or

e. Transmitted by any other means.

28. "Volunteer worker" means a person who is not your employee, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

SECTION VI – DEFENSE PAYMENT AND RELATED DUTIES

1. If a claim or "suit" alleges damages covered by underlying policies and the obligation of all "underlying insurers" either to:

a. Investigate and defend the insured; or

b. Pay the cost of such investigation and defense;

ceases solely through exhaustion of all underlying limits of insurance through payment of a combination

of covered expenses, settlements or judgments for "bodily injury," "property damage" or "personal and advertising injury" taking place during our policy period, then we will either:

a. Assume the investigation and defense of the insured against "suits" seeking damages; or

b. If we elect not to assume the investigation and defense in **1.a.** above, we will reimburse the insured for reasonable defense costs and expenses incurred with our written consent. However, such reimbursement excludes:

(1) Office expenses of the insured;

(2) Salaries and expenses of employees; and

(3) General retainer fees of counsel retained by the insured.

2. We will investigate and defend an insured or reimburse an insured for "suits" brought against an insured for a claim or "suit" that alleges damages because of "bodily injury," "property damage" or "personal and advertising injury" not covered under:

a. "Scheduled underlying insurance"; and

b. "Unscheduled underlying insurance";

but which seeks damages because of "bodily injury," "property damage" or "personal and advertising injury" otherwise covered under this policy. Costs and expanses of such investigation and defense are not subject to the "retained limit."

3. We will investigate and defend an insured or reimburse an insured for such costs of investigation and defense described in either **1.** or **2.** above, even if the allegations of a "suit" are:

a. Groundless;

b. False; or

c. Fraudulent;

but only until we make payment or offer to pay or deposit in court that part of judgment(s) not exceeding our limit of insurance.

4. We shall also have the sole right to make settlement of a "suit" as we deem expedient.

5. If not permitted by law or otherwise to perform these duties, we will pay an insured for defense costs and expenses incurred with our prior written consent.

6. Amounts we pay or incur pursuant to the obligation to defend or pay the costs and expenses of defense are in addition to, and not subject to, the limits of insurance stated in the Declarations.

7. In addition to our limits of insurance, we will pay prejudgment interest awarded against an insured on that part of a judgment covered by this policy. We will not pay prejudgment interest on that period of time after we offer to pay:

a. Our limit of insurance; or

b. That portion of our limit of insurance which equals the amount of a settlement demand when combined with the limits of "underlying insurers."

8. We will pay interest on a judgment that accrues after entry of that judgment, but before we have:

a. Paid;

b. Offered to pay; or

c. Deposited in court

that part of the judgment that is within the limit of insurance of this policy. The amount of interest we pay will be in direct proportion that amount we pay as damages bears to the total amount of judgment. We will not pay additional interest that accrues after we have:

a. Paid;

b. Offered to pay;

c. Deposited in court

that part of the judgment that is within the limit of insurance of this policy.

9. We will pay all reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit." This includes actual loss of earnings up to liability $250. a day because of time off from work.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that:

I. This policy does not apply:

A. Under Liability Coverage to "bodily injury" "personal and advertising injury" or "property damage"

1. With respect to which an insured under this policy, is also an insured under a nuclear energy liability policy issued by the:

a. Nuclear Energy Liability Insurance Association;

b. Mutual Atomic Energy Liability Underwriters; or

c. Nuclear Insurance Association of Canada;

or any of their successors, or would be an insured under any such policy but for its

4002000897013027489895 3

termination upon exhaustion of its limit of liability; or

2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law or amendment thereof; or

b. The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material," and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" "personal and advertising injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:

1. The "nuclear material":

a. Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

b. Has been discharged or dispersed therefrom;

2. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

3. The "bodily injury," "personal and advertising injury," or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the:

a. Planning;

b. Construction;

c. Maintenance;

d. Operation; or

e. Use of

any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(C.3.)** applies only to "property damage" to such "nuclear facility" and any property threat.

II. As used in this endorsement:

A. "Hazardous properties" include radioactive, toxic or explosive properties.

B. "Nuclear material" means "source material," "special nuclear material" or "byproduct material."

C. "Source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

D. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

E. "Waste" means waste material:

1. Containing "by-product material" other than the tailings or waste produced by the extraction or concentration of uranium or thorium from ore processed primarily for its "source material" content; and

2. Resulting from the operation by any person or organization, of a "nuclear facility" included within paragraphs **1.** and **2.** of the definition of "nuclear facility."

F. "Nuclear facility" means:

1. Any "nuclear reactor";

2. Any equipment or device designed or used for:

a. Separating the isotopes of uranium or plutonium;

b. Processing or utilizing "spent fuel"; or

c. handling, processing or packaging "waste";

3. Any equipment or device used for the processing, fabricating or alloying of special "nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment is located consists of or contains more than:

a. 25 grams of plutonium or uranium 233 or any combination thereof; or

b. 250 grams of uranium 235;

4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

G. "Nuclear reactor" means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

H. "Property damage" includes all forms of radioactive contamination of property.

4002000897013027489895 4

7013025936

BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS

I.	**Blanket Additional Insured Provisions**
A.	**Additional Insured – Blanket Vendors**
B.	**Miscellaneous Additional Insureds**
C.	**Additional Provisions Pertinent to Additional Insured Coverage**
1.a.	**Primary – Noncontributory provision**
1.b.	**Definition of "written contract"**
2.	**Additional Insured – Extended Coverage**
II.	**Liability Extension Coverages**
A.	**Bodily Injury – Expanded Definition**
B.	**Broad Knowledge of Occurrence**
C.	**Estates, Legal Representatives and Spouses**
D.	**Fellow Employee First Aid**
E.	**Legal Liability – Damage to Premises**
F.	**Personal and Advertising Injury – Discrimination or Humiliation**
G.	**Personal and Advertising Injury – Broadened Eviction**
H.	**Waiver of Subrogation – Blanket**

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

1002000457013601945436 9

Copyright, CNA All Rights Reserved.

h. "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

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

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

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

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

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

b. Co-owner of Insured Premises

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

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

Copyright, CNA All Rights Reserved.

d. Lessor of Equipment

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

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

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

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

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

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

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

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

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

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

1002000457013601945437O

Copyright, CNA All Rights Reserved.

i. Trade Show Event Lessor

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

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

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

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

Copyright, CNA All Rights Reserved.

b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

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

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

10020004570136019454371

Copyright, CNA All Rights Reserved.

D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or

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

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

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

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

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

Copyright, CNA All Rights Reserved.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

   The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

   a. $1,000,000; or

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

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

   h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured; or

   (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

   (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

   (15) Discrimination Relating to Room, Dwelling or Premises

   Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

   (16) Employment Related Discrimination

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

   (17) Fines or Penalties

   Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

1002000457013601945437 2

Copyright, CNA All Rights Reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET AS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)
Endorsement Effective 12/1/2023 Policy No. 7013027475 Endorsement No.

Insured
Vertosoft LLC

Premium $

Insurance Company
CNA

Countersigned by Patrick M. Sa

WC 00 03 13
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance.

Item #: 25-0373
Munis Contract #: _____
OMNIA Partners Master Agreement #: 01-165

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Software

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Vertosoft, LLC herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the scope of work outlined in Exhibit A.

3. **Compensation.**

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit B, less retainage, if any, as identified in paragraph C of this Clause.

A. The amount payable to the Contractor under this Contract shall not exceed $763,362.83, plus applicable out-of-state GRT. The GRT will be calculated based on the out-of-state rate of 4.875%, totaling $37,213.94. The total compensation is $800,576.77. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Contract being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Progress and Deliverable Payments will be made to the Contractor's designated mailing address. In accordance with NMSA 1978, Section 13-1-158, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance. All payment invoices MUST BE received by the City at least thirty (30) days after the completion of each Deliverable and no later than fifteen (15) days after the termination of this Contract. Payment Invoices received after such date WILL NOT BE PAID. If you do not receive confirmation of invoice receipt within seven days, email

accountspayable@santafenm.gov to request an update. For contract-related inquiries, contact purchasing@santafenm.gov.

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **five (5) years from the date of final signature.** The City Reserves the right to extend pursuant to NMSA 1978, Section 13-1-150.

6. **Default and Force Majeure**

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

7. **Termination**

A. Grounds. The City may terminate this 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 the 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 17, "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.*

8. **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 Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this 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.

12. **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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **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 legislature, 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.

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this 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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this 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 Paragraph 20 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 Paragraph 20 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.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

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

This Contract is issued against the Vertosoft state or agency Master Agreement, established and maintained by OMNIA Partners, number 01-165, and through this language hereby incorporates this contract by reference and is included in the order of precedence.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry,

sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et. seq. 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.

27. **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.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written

clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto

Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:	To the Contractor:
Heather Lamboy, Planning & Land Use Director City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87501 hllamboy@santafenm.gov	Carly Moore Vertosoft, LLC 1602 Village Market Blvd SE, Suite 320 Leesburg, VA 20175 carly.moore@vertosoft.com, 540-998-8361

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

Alan Webber (Aug 16, 2025 13:43:20 MDT)

MAYOR ALAN WEBBER

DATE: 08/16/2025

CONTRACTOR:
VERTOSOFT, LLC.

DAVID BALL, Senior Director

DATE: 07/18/2025

NMBTIN: _____

ATTEST:

CITY CLERK

GB MTG 08-13-25

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 18, 2025 16:58 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Exhibit A

Statement of Work

City of Santa Fe, NM

Creation Date: 6/19/2025
SoW Expiration Date: 9/19/2025
Document Number: PS-08613.3
Created by: Josh Volpert

Table of Contents

OpenGov Statement of Work 3
1. Project Scope 3
2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms 3
3. Project Delivery 3
4. Project Understanding 3
5. OpenGov Responsibilities 4
6. Project Tracking and Reporting 4
7. Communication and Escalation Procedure 5
8. Opengov Implementation Methodology 5
8.1. Initiate 6
8.2. Validate 6
8.3. Configure 6
8.5. Launch 6
9 . Customer Responsibilities 7
10. Customer's Project Manager 7
11. Acceptance Procedure 7
12. Estimated Schedule 8
13. Illustrative Project Timelines 8
14. Change Order Process 9
Exhibit 1: Implementation Activities 10
Permitting & Licensing 10
Initiate 10
Validate 10
Configure 11
Train 14
Launch 15
Exhibit 2: Technical Requirements 16
Permitting & Licensing Technical Requirements 16

OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Santa Fe, NM ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in Exhibit 1: Implementation Activities. Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

   Under this project, OpenGov will deliver cloud based solutions (detailed list in "Exhibit 1"). OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Section 14.

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

   Adjustments to the deliverables in Exhibit 1 may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. Project Delivery

   3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

   3.1.1. OpenGov will provide one (1) onsite trip for project-related activity which OpenGov determines would be best performed at the Customer's facility. The customer's facility must contain a conference room to accommodate the number of attendees, non-public wifi connection, and AV equipment for projecting OpenGov software on a screen visible to all participants.

   3.1.2. The Customer is responsible for paying travel expenses as incurred on a quarterly basis. It is estimated that the travel expenses will not exceed $5600. Written approval is required for any expenses above the estimate.

   3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

   4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in Section 14), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.
4.3. The customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.
4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

- 6.5.1. Weekly status reports
- 6.5.2. Project Plan
- 6.5.3. Project Charter, defining project plan and Go-live date
- 6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

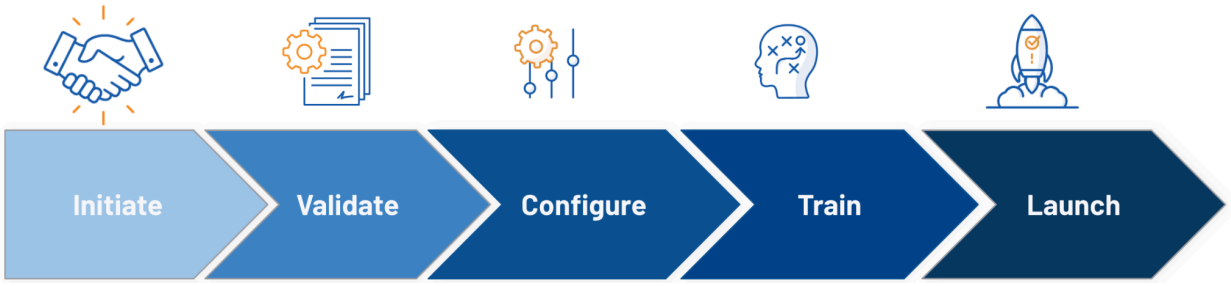
7.3.1. Identification of an issue impeding deployment progress or outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. The resolution will be documented and signed off.

8. Opengov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.
8.1.2. OpenGov will provide system administrators creation.
8.1.3. This activity is complete when the customer has access to their site.
8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.
8.2.2. OpenGov will confirm the Data Validation strategy.
8.2.3. This activity is complete when the Solution Blueprint is presented to the customer.
8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.
8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.
8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.
8.4.2. OpenGov will provide Administrator training.
8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).
8.4.4. Customer will sign-off that training has been completed.

8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.
8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by the customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.
9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.
9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.
11.2. Customer's Project Manager will have decision authority to approve/reject all

Project Criteria, Phase Acceptance and Engagement Acceptance.

11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

11.5 Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Initiate	Project Preparation and Kick Off								
Validate	Requirements Matrix, Validation Workshop								
Configure	Record Type 1								
	Record Type 2								
	Record Type 3								
	Data Migration								
	Integrations								
Train	Administrator Training								
	End User Training								
Launch	Go Live, HyperAdpotion, Project Closure								

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion.

14.2.2. Sign off process.

14.2.3. Cost of change and/or invoice timing.

14.2.4. Amending the SOW to correct an error.

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.

14.2.6. Change in type of OpenGov resources to support the SOW.

14.3.The approval process for a Change Order is as follows:

14.3.1.Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off.

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Building Permits & Inspectional Services
- Planning and Zoning Approvals
- Code Enforcement
- Business licensing

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- OpenGov will provide the needed data and format to the customer.
- The data needs will be discussed for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:

    - Review deliverables
    - Review technical requirements
    - Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Onsite Requirements Gathering Workshop

OpenGov will :

- Provide one (1) three (3) day onsite Requirements Gathering workshop with two (2) OpenGov resources to increase our understanding of your business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for Permitting & Licensing and identify any challenges as well as recommendations for best practices relevant to your implementation. Additionally, OpenGov will work with the Customer to develop workflows and understand local requirements for permitting activities.

Customer will:

- Identify the relevant participants to attend each training session
- Host the workshop in the Customer's facility
- Secure an adequate space (conference room or training room) within the customer's facility
- Provide wifi internet connection for OpenGov resource

Completion Criteria

- Onsite workshop has been conducted.

Configure

Record Types Deliverables

OpenGov will configure the following standard record type, including sub-type, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Building and Inspectional Services Service Area
Up to six (6) record types from the following list:

- Residential
- Commercial
- Mechanical
- Electrical
- Plumbing
- Contractor Ref

Planning and Zoning Service Area
Up to five (5) record types from the following list:

- Conditional Use
- Major Subdivision
- Minor Subdivision
- Variance Permit
- Temporary Use Permit

Code Enforcement Service Area
Up to two (2) record types from the following list:

- Submit a Complaint
- Notice of Violation

Business licensing Service Area
Up to one (1) record types from the following list:

- Business License

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Master Address Table (MAT) Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate MAT information.
- Import the completed template file and validate against the completed template file.

Customer will:

- Populate and validate the MAT template.

Completion Criteria

- Customer sign-off that the Master Address Table has been configured.

ESRI ArcGIS Server Integration

OpenGov will:

- Integrate with the Customer's ArcGIS public API endpoint.

Completion Criteria

- Customer sign-off on the ESRI Integration.

GIS Flag Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate GIS Flag information.
- Import the populated template file after acceptance.

- Enable the GIS Flag Integration.

Customer will:

- Populate and validate the flag template file.

Completion Criteria

- Customer sign-off on the GIS Flag Integration.

Accounting and Finance Export

OpenGov will:

- Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.

Customer will:

- Agree upon specifications prior to export.

Completion Criteria

- Customer sign-off on the Accounting and Finance Export.

Autofill Integration

OpenGov will:

- Provide up to three (3) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

Single Sign On (SSO) Integration

OpenGov will:

- Provide the SSO enablement form.
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification and add OpenGov as a new application in the identity provider.

Completion Criteria

- Customer sign-off on the SSO Integration.

Data Migration

OpenGov will:

- Perform historic data migration from EnerGov using flat files provided by and mapped by the customer.
- Set up historical record types, historical data will be migrated prior to the initial data load.
- Provide a report of unmatched locations
- Provide instructions for customer validation of data migration.
- Provide up to two (2) format changes for each integration file, allowing for necessary edits to be made during the testing and validation process.

OpenGov Assumptions:

- Data Migration does not exceed 250,000 records.

- Data Migration does not include database backup files.
- Data Migration does not include cleansing of corrupt data, creation or linking of applicant accounts, integration of historical fees and payments into workflow or financial reports, logs of permit changes, migration of data into the workflow, permit attachments, import of contractor database, or hierarchical relationships between records.

Customer will:

- Complete the OpenGov provided data templates within three (3) weeks of request.
- Validate data deliverables within three (3) weeks of request.
- Configure Record Types to align with the Project Plan's Go Live and cutover to ensure the migration encompasses all records from the legacy system.
- Sign off on data load.

Completion Criteria

- Customer sign-off that the Data Migration has been completed.

Document Migration

OpenGov will:

- Migrate documents attached to either migrated permits or locations provided through a Master Address Table (MAT) integration.

OpenGov Assumptions:

- Document Migration does not exceed 1TB.

Completion Criteria

- Customer sign-off that the Document Migration has been completed.

Train

Administrator Training

OpenGov will:

- Provide up to twenty (20) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
    - Setting up the public portal
    - Employee app settings
    - Creating and editing record types
    - Managing Forms
    - Editing Documents
    - Creating Workflows
    - Setting up Inspections
    - Reporting & Transparency
        - Download and upload data
        - How to create reports and dashboards
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to twenty-six (26) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
    - Navigation of the system
    - Manage inbox and tasks
    - Take payments
    - Conduct inspections
    - Create records
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- A single publicly-accessible secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported
- Flags will be populated via the same Publicly-accessible secure ESRI REST API URL as provided for the ESRI ArcGIS integration.

Financial and Record Exports

- Required format (columns) and sample document

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

Historical Data

- Flat file, .csv, .xlsx with headers
- Record type and status mapping using OpenGov template

Historical Documents

- Flat file, .csv, .xlsx with headers
- One row per document. All rows must be tied back to the MAT's unique ID field and have a file path or publicly accessible URL.
- Special characters, outside of the following list, are not supported and will be removed from file names upon migration to OpenGov.
    - Alphanumeric characters
        - A-z
        - A-Z
        - 0-9
    - Special characters
        - Exclamation point (!)
        - Hyphen (-)

    - Underscore (_)
    - Period (.)
    - Asterisk (*)
    - Single quote (')
    - Open parenthesis (()
    - Close parenthesis ())

SSO

- SAML or HTTPS certificate, Whitelist OpenGov in Customer VPN or firewall

Exhibit B

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 6/20/2025, 12:08 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Santa Fe, NM

Contract: NCPA - OMNIA 01-165

Quote #: Q-12568
Expires On: 7/30/2025

Ship To
City of Santa Fe, NM
Heather Lamboy
hllamboy@santafenm.gov

Quote For:
Name: Heather Lamboy
Company: City of Santa Fe, NM
Email: hllamboy@santafenm.gov
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 8/1/2025
Overall POP End Date: 7/31/2028

Term 1 08/01/2025-07/31/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWCZ-B300500M-AR-3Y	Permitting & Licensing: Add-On Bundle - Between $300-500 Million - 3Y	1.00	$8,040.51	$8,040.51
OG-TWER-B300500M-AR-3Y	Permitting and Licensing - Business Licenses Additional Service Area - Between $300-500 Million - 3Y	1.00	$45,761.98	$45,761.98
OG-TWAG-B300500M-AR-3Y	Permitting and Licensing - Community Development - Between $300-500 Million - 3Y	1.00	$110,334.91	$110,334.91
OG-SWCB-B300500M-AR-3Y	Premium Support - Between $300-500 Million - 3Y	1.00	$36,930.34	$36,930.34
OG-PSBG-B300500M-OT-0Y	Professional Services Deployment - Prepaid - Between $300-500 Million - 0Y	547.00	$236.74	$129,496.78
			Term 1 TOTAL:	$330,564.52

Term 2 08/01/2026-07/31/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWCZ-B300500M-AR-3Y	Permitting & Licensing: Add-On Bundle - Between $300-500 Million - 3Y	1.00	$8,442.52	$8,442.52
OG-TWER-B300500M-AR-3Y	Permitting and Licensing - Business Licenses Additional Service Area - Between $300-500 Million - 3Y	1.00	$48,050.08	$48,050.08
OG-TWAG-B300500M-AR-3Y	Permitting and Licensing - Community Development - Between $300-500 Million - 3Y	1.00	$115,851.67	$115,851.67
OG-SWCB-B300500M-AR-3Y	Premium Support - Between $300-500 Million - 3Y	1.00	$38,776.86	$38,776.86
			Term 2 TOTAL:	$211,121.13

Term 3 08/01/2027-07/31/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWCZ-B300500M-AR-3Y	Permitting & Licensing: Add-On Bundle - Between $300-500 Million - 3Y	1.00	$8,864.65	$8,864.65
OG-TWER-B300500M-AR-3Y	Permitting and Licensing - Business Licenses Additional Service Area - Between $300-500 Million - 3Y	1.00	$50,452.58	$50,452.58
OG-TWAG-B300500M-AR-3Y	Permitting and Licensing - Community Development - Between $300-500 Million - 3Y	1.00	$121,644.25	$121,644.25
OG-SWCB-B300500M-AR-3Y	Premium Support - Between $300-500 Million - 3Y	1.00	$40,715.70	$40,715.70
			Term 3 TOTAL:	$221,677.18

TOTAL: $763,362.83

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

From: DUTTON-LEYDA, TRAVIS K.
To: LAMBOY, HEATHER L.; MOORE, MARGARET R.
Subject: RE: OpenGov & Santa Fe - Agreement Approval Steps
Date: Monday, July 21, 2025 4:10:00 PM
Attachments: image001.png
image003.png
image004.png

Great, I'll include them in the packet. Do y'all have the updated memo? And here is my determination.

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.govand. 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: LAMBOY, HEATHER L. <hllamboy@santafenm.gov>
Sent: Monday, July 21, 2025 4:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; MOORE, MARGARET R.

<mrmoore@santafenm.gov>
Subject: RE: OpenGov & Santa Fe - Agreement Approval Steps

Hi Travis,

Those are the correct attachments. Thanks!

Best,

Heather L. Lamboy, AICP
Director, Planning & Land Use Department
200 Lincoln Ave, Box 909
Santa Fe, NM 87505
(505) 470-5281

CITY OF SANTA FE
PLANNING & LAND USE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Monday, July 21, 2025 2:20 PM
To: LAMBOY, HEATHER L. <hllamboy@santafenm.gov>; MOORE, MARGARET R. <mrmoore@santafenm.gov>
Subject: FW: OpenGov & Santa Fe - Agreement Approval Steps

Good afternoon, are these the correct attachments?

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

Book time to meet with me

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

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: Andrew Kercado <akercado@opengov.com>
Sent: Monday, July 21, 2025 1:59 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Fwd: OpenGov & Santa Fe - Agreement Approval Steps

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

Here is the Quote and SOW!

---------- Forwarded message ---------
From: **Andrew Kercado** <akercado@opengov.com>
Date: Thu, Jun 26, 2025 at 3:55 PM
Subject: OpenGov & Santa Fe - Agreement Approval Steps
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>,
<hllamboy@santafenm.gov>
Cc: Danny Stagliano <dstagliano@opengov.com>, David Bar-Or <dbaror@opengov.com>

Hi Heather & Travis,

Thank you for talking some time to sync on the agreement approval process. We are excited to expand our partnership and help Heather & Team with the City's Permitting goals!

To keep us all on the same page, here were the approval steps I took down:

- **Heather** to submit documents for legal approval today - *calling out that terms are same as previous agreements*
- **Heather** to work with City Clerk to ensure there is space July 30th Governing Body meeting for our item
- **Heather & Travis** to submit agreement in that workflow you were sharing today (I don't know the name of it :))
- **July 11th Deadline** to have agreement reviewed and submitted for agendas

    - July 23rd - Quality of Life Agenda
    - July 28th - Finance Committee Agenda
    - July 30th - Governing Body Agenda

David will also work with the Public Works Team on their Capital Planning agreement concurrently.

Do these steps look right? Let me know if I missed any steps or if you require any additional information from us!
-Andrew

--

Andrew Kercado
Director, Sales - US West
(805) 878-9706
OpenGov.com

--

Andrew Kercado
Director, Sales - US West
(805) 878-9706
OpenGov.com

Services Offered to the City of Santa Fe (9.2023)

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
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- 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
- Training Services

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

6121 Indian School Rd. NE Suite 102, Albuquerque, NM 87110 | 505-345-1540 |
mloehman@horizonsofnewmexico.org

Region 14 ESC

Contract # 01-165

for

Software Products and Services

with

Vertosoft, LLC

Effective: May 1, 2023

RFP Response

for

Software Products and Services

07-23

Presented by:

Vertosoft LLC
1602 Village Market Blvd. #320
Leesburg, VA 20175

DUNS# 080431574 & Cage Code: 7QV38
GSA Contract # GS-35F-688GA
Certified Small Business Concern
Federal Tax ID: 81-3911287

Chet Hayes
Chief Technology Officer
571.707.4137
chet@vertosoft.com

www.vertosoft.com

03/23/2022

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Table of Contents

Tab 1 – Master Agreement / Signature Form 1
Tab 2 – NCPA Administration Agreement 11
Tab 3 – Vendor Questionnaire 15
Tab 4 – Vendor Profile 18
Tab 5 – Products and Services / Scope 26
Tab 6 – References 37
Tab 7 – Pricing 40
Tab 8 – Value Added Products and Services 41
Tab 9 – Required Documents 43

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Tab 1 – Master Agreement / Signature Form

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support
The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures
Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause
Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)
The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments
The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers
Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing
All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor’s responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits
Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity
The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax
The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements
The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance
Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations
It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest
A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage
It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination
Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Open Records Policy
Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration
The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term
The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver
Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases
Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions
New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range
It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Deviations and Exceptions
Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities
While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is $150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation
Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract
A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement
The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions
Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards
Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance
Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Vertosoft LLC
Company Name

1602 Village Market Blvd SE Suite 320
Address

Leesburg	VA	20175
City	State	Zip

571.707.4137
Telephone Number Fax Number

chet@vertosoft.com
Email Address

Chet Hayes	Chief Technology Officer
Printed Name	Position

Chet Hayes
Authorized Signature

DocuSign Envelope ID: 893CAB3A-488C-438A-BEE5-D6017D175062

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and VertosoftLLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 01-165, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Software Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

DocuSign Envelope ID: 893CAB3A-488C-438A-BEE5-D6017D175062

- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

DocuSign Envelope ID: 893CAB3A-488C-438A-BEE5-D6017D175062

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

DocuSign Envelope ID: 893CAB3A-488C-438A-BEE5-D6017D175062

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	Vertosoft LLC
Organization	Vendor Name
Sarah Vavra	Chet Hayes
Name	Name
Sr. Vice President, Public Sector Contracting	Chief Technology Officer
Title	Title
5001 Aspen Grove	1602 Village Market Blvd SE Suite 320
Address	Address
Franklin, TN 37067	Leesburg, VA 20175
Address	Address
Sarah Vavra	Chet Hayes
Signature	Signature
May 1, 2023	03/22/2023
Date	Date

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

X All 50 States & District of Columbia **(Selecting this box is equal to checking all boxes below)**			
Alabama	Illinois	Montana	Rhode Island
Alaska	Indiana	Nebraska	South Carolina
Arizona	Iowa	Nevada	South Dakota
Arkansas	Kansas	New Hampshire	Tennessee
California	Massachusetts	New Jersey	Texas
Colorado	Michigan	New Mexico	Utah
Connecticut	Minnesota	New York	Vermont
Delaware	Mississippi	North Carolina	Virginia
D.C.	Missouri	North Dakota	Washington
Florida	Kentucky	Ohio	West Virginia
Georgia	Louisiana	Oklahoma	Wisconsin
Hawaii	Maine	Oregon	Wyoming
Idaho	Maryland	Pennsylvania	

X All U.S. Territories and Outlying Areas **(Selecting this box is equal to checking all boxes below)**	
American Samoa	Northern Marina Island
Federated States of Micronesia	Puerto Rico
Guam	U.S. Virgin Islands
Midway Islands	

X All Canada Provinces and Territories **(Selecting this box is equal to checking all boxes below)**	
Alberta	Prince Edward Island
British Columbia	Quebec
Manitoba	Saskatchewan
New Brunswick	Northwest Territories
Newfoundland and Labrador	Nunavut
Nova Scotia	Yukon
Ontario	

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

X Yes ☐ Maybe ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes ☐ Maybe **X** No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation
It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise	☐ Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth
If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

X N/A, we are a recognized small, MWEB or HUB organization

Vertosoft is a Certified Virginia Small Business Concern: 725842

☐ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency
Responding Company's principal place of business is in the city of Leesburg, State of Virginia.

Felony Conviction Notice
Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

X Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has been convicted of a felony

Distribution Channel
Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct
X Authorized Distributor
☐ Value-added reseller
X Certified education/government reseller
☐ Manufacturer marking through reseller
☐ Other:

Processing Contact Information

Contact Person:	Jay Colavita
Title:	President
Company:	Vertosoft
Address:	1602 Village Market Blvd. SE Suite 320
City/State/Zip:	Leesburg, VA 20175
Phone:	703.568.4703
Email:	contracts@vertosoft.com

Pricing Information
In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

X Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

X Yes ☐ No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- *Company's official registered name.*

  Vertosoft LLC

- *Brief history of your company, including the year it was established.*

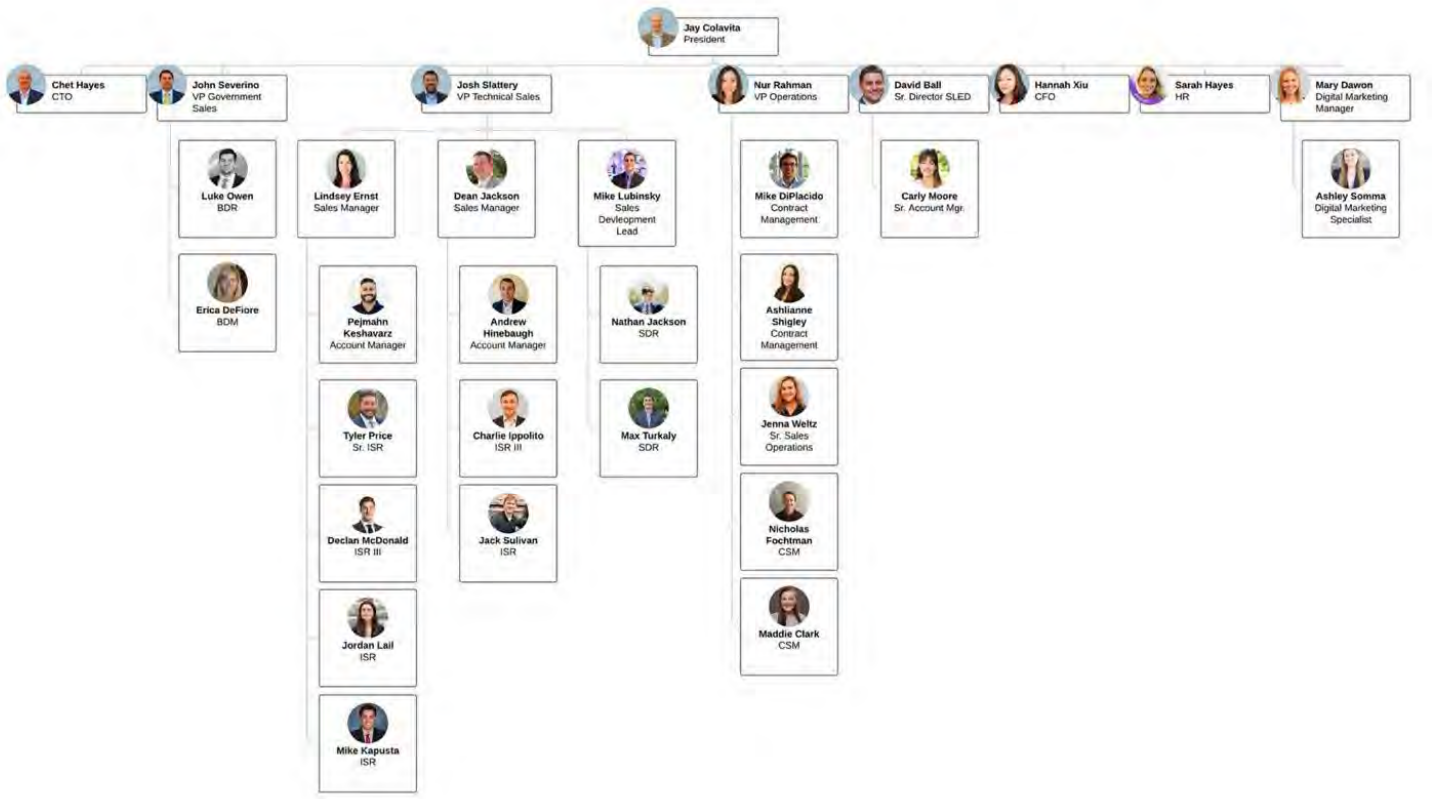
  Established in 2016, Vertosoft LLC (Vertosoft) is focused on delivering innovative and emerging technologies and services to organizations such as NCPA and public sector agencies. Consistent with our singular focus on public sector agencies, Vertosoft has deep knowledge and experience supporting all phases of the acquisition life cycle. We specialize in providing services to emerging technology companies and the public sector agencies they serve. Strategic sourcing is our forte, streamlining the time required to provide critical technology and services to government end users at reduced prices. We provide NCPA members the flexibility, agility, and responsiveness of a certified small business with the experience of a large organization. Vertosoft's staff is widely respected and relied upon for its professional, ethical business approach. Our success is based upon the leadership of a highly-experienced management team, and our staff has deep expertise in meeting each agency's specific requirements and, in the technology required to satisfy those requirements.

- *Company's Dun & Bradstreet (D&B) number.*

  080431574

[REST OF PAGE INTENTIONALLY BLANK]

- *Company's organizational chart of those individuals that would be involved in the contract.*



- *Corporate office location.*

  Vertosoft's corporate office is located at 1602 Village Market Blvd. #320 in Leesburg, VA. This is also the location for our national sales support center for our sales teams across the country. As Vertosoft focuses exclusively on software and SaaS solutions, we do not have the need for traditional hardware service centers.

  - *List the number of sales and services offices for states being bid in solicitation.*

    Vertosoft has additional locations in Charleston, SC, Raleigh, NC, Philadelphia, PA, and Tacoma, WA.

  - *List the names of key contacts at each with title, address, phone and e-mail address.*

    Vertosoft will manage the contract from our national sales center in Leesburg, Virginia. The key contacts in support of this contract will be:

i. Executive Support

Jay Colavita, President
jay@vertosoft.com
703.568.4703

ii. **Marketing**
Mary Dawson
mary@vertosoft.com
703.298.5052

iii. **Sales**
Josh Slattery, VP of Technology Sales
josh@vertosoft.com
703.915.7856

iv. **Sales Support**
Nur Rahman, Director of Operations
nur@vertosoft.com
571.355.5347

v. **Financial Reporting**
Michael DiPlacido, Government Contract Manager
michael@vertosoft.com
484.620.4567

vi. **Accounts Payable**
Hannah Xiu, Chief Financial Officer
hannah@vertosoft.com
571.216.2502

vii. **Contracts**
Michael DiPlacido, Government Contract Manager
michael@vertosoft.com
484.620.4567

- *Define your standard terms of payment.*

  Vertosoft's payment terms are NET 30 and we accept both purchase orders and credit/procurement cards as forms of payment. When a credit card is used as a form of payment, we do require a call with our finance department to help reduce errors and fraud.

- *Who is your competition in the marketplace?*

  ImmixGroup, DLT, Carahsoft

- *Provide Annual Sales for last 3 years broken out into the following categories:*
  - *Cities / Counties*
  - *K-12*
  - *Higher Education*
  - *Other government agencies or nonprofit organizations*

- *What differentiates your company from competitors?*

  Vertosoft is committed to providing the highest quality of service to NCPA members through this contract. To facilitate this high level of service, Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of excellence and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include:

  - Maintaining product catalogs and price lists on different government contract vehicles.
  - Error free quoting to the government on behalf of our technology partners.
  - Efficient purchase order (PO) processing from our public sector customers.
  - Efficient PO delivery to our technology partners.
  - Accurate invoice creation for public sector customers for solutions delivered by our technology partners.
  - Customer satisfaction measurement with the overall procurement process experience through Vertosoft.

  Vertosoft's expertise is largely focused on emerging technology companies that are providing the most innovative and cutting-edge technology to public sector organizations. While some resellers try to offer as many products as possible and convince organizations this is valuable, they are unable to develop any sort of expertise or understanding of what they are selling, resulting in agencies getting a less than optimal solution. Vertosoft focuses on the best of the best and builds a deep understanding of those innovative products and how to employ those products to best meet the needs of the agency.

  Every public agency who buys from Vertosoft is assigned a Customer Success Manager (CSM). This CSM is a United States Citizen, and a resource for the agency to ensure the correct software was delivered, and they have quick and easy access to support from the software supplier if needed. The CSM acts a champion on behalf of the agency to the supplier to ensure the highest level of service.

- *Describe how your company will market this contract if awarded.*

  Vertosoft maintains a dedicated public sector sales team with multiple years of experience utilizing national contracts such as NCPA for our customers. Our sales team will partner with

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

the NCPA marketing to educate public sector organizations in the value of using the contract and encourage them to utilize the vehicle for purchases.

Vertosoft's Software Manufacturer Partners have established national sales forces that include public sector entities. As part of our Partner's selling efforts into these entities they will encourage potential customers to use the contract to acquire the desired technology solution.

Within the first 14 days after award Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations.

Within 30 days after award, Vertosoft will launch a dedicated web site with the NCPA standard logo. The website will have a copy of the original request for proposal, copy of the contract, summary of products being offered, marketing materials, and a link to NCPA website. Vertosoft will also include a dedicated toll-free number and email address for NCPA participating entities.

Within 60 days after award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future.

- *Describe how you intend to introduce NCPA to your company.*

  Within 7 days after award, Vertosoft Executive Leadership will sponsor a kick-off meeting with the Vertosoft sales team where the contract will be endorsed, and the sales team educated on the terms and conditions of the contract.

  In addition, a NCPA microsite will be created on Vertosoft's internal corporate Intranet. This will include key information about the contract, points of contact, how to use the contract to place an order, and the product catalog. This will be an ongoing tool to help the internal sales team leverage the contract on an ongoing basis.

  Withing 30 days after award, Vertosoft will meet with the individual public sector sales teams of the respective software manufacturers being offered to educate them on the terms and conditions. This will provide a force multiplier effect by having not only the Vertosoft sales team position the contract, but also having the software manufacturers position the contract as part of their sales cadence.

- *Describe your firm's capabilities and functionality of your on-line catalog / ordering website.*

  Vertosoft does provide our entire catalog of software and solutions on our website, and will be available under a public microsite dedicated to the NCPA contract.

  As Vertosoft specializes in software, we work directly with participating entities to identify the challenges they are trying to address, and we provide them with a potential solution that is part of our catalog of products. We inform the participating

entity of an efficient procurement path via the catalog and execute the contract through their standard procurement process.

- *Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)*

  Vertosoft's national service center is in Leesburg, Virginia. The service center operates Monday – Friday between 8AM ET – 8PM ET and is staffed by US Citizens. Vertosoft does offer mission critical support services that would provide 24hr x 7 x 365 services if needed.

- *Green Initiatives (if applicable)*

  - *As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.*

  As a software distributor, Vertosoft has a naturally low impact on the environment. However, Vertosoft maintains a corporate Sustainability Policy which is provided below:

  Vertosoft LLC strives to be a leader in environmental sustainability and believes that a successful future for our business and the customers we serve depends on the sustainability of the environment, communities, and economies in which we operate.

  As a responsible corporate citizen, we bear a responsibility to consider the impacts of our actions and how they affect the environment both directly in terms of our own operation, and indirectly through our purchasing decisions, the products, and services we offer to our customers and the business opportunities we pursue.

  We are committed to minimizing the impact of our operations on the environment and to demonstrating leadership by integrating environmental considerations into all our business practices.

  We are committed to protecting the environment through responsible management of our operations and give appropriate weight and consideration to this environmental policy when making future planning and investment decisions.

  Vertosoft LLC will set targets and objectives, within the scope of the environmental management system, to achieve continual improvement and a sustainable development;

  Vertosoft LLC will establish and periodically review and report progress on objectives and targets in the pursuit of continual improvement in our environmental management system for the purpose of enhancing our environmental performance and ongoing prevention of pollution.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Vertosoft LLC will minimize the environmental impacts of our own operations through best practice management of use of our energy, transportation, material consumption, water use, waste and emissions. Vertosoft will also encourage suppliers, subcontractors, retailers and recyclers of our products to adopt the same environmental principals as Vertosoft LLC;

Vertosoft LLC will raise employee awareness and support employee creativity and enthusiasm with respect to implementing our environmental policies, guidelines, programs, and initiatives. Vertosoft will also continually promote environmental awareness, responsibility, and best practices and to support the environmental sustainability culture of our company through education and in-house initiatives to reduce our environmental footprint.

- *Anti-Discrimination Policy (if applicable)*
  - *Describe your organizations' anti-discrimination policy.*

    As a federal contractor, it is the policy of Vertosoft LLC to take affirmative action as called for by applicable laws and executive orders to:
    - Provide equal employment opportunities to all qualified persons and recruit, hire, train, terminate, promote, and compensate persons in all jobs without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information or characteristics, protected veteran status, or other protected classifications in accordance with federal law.
    - Administer personnel actions in areas such as compensation, benefits, transfers, layoffs and recalls, Company-sponsored education training, tuition assistance, and social and recreational programs to ensure that no employees are discriminated against.
    - Ensure employment decisions are made in furtherance of the objective of equal employment including, but not limited to:
      - **Recruitment and selection**–Recruitment and hiring of all personnel is accomplished without discrimination against any individual whose status is protected by applicable state or local law.
      - **Promotion**–Individuals will be upgraded and promoted on the basis of their abilities, skills, and experience. The Company will undertake good faith efforts to ensure that minority and women employees, disabled individuals, and covered veterans, who are qualified, as well as those who become qualified through training, are considered for promotion.
      - **Transfers**–When vacancies occur, the Company will make every good faith effort to effect transfers of qualified minority and women employees, disabled individuals, and covered veterans, into areas where such employees may have been or may now be underutilized.
      - **Terminations**–When reductions in Company work force occur, they will be based on nondiscriminatory factors and make every good faith effort to ensure that minorities and women, disabled individuals, and covered veterans are treated in a nondiscriminatory manner.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

- *Vendor Certifications (if applicable)*
  - *Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.*

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY
101 N. 14th Street, 11th Floor
Richmond, VA 23219

VERTOSOFT LLC

is a certified Small
Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 725842
Valid Through: Apr 1, 2026

Accordingly Certified

Tracey G. Wiley, Director

CERTIFIED SWaM Small, Women and Minority-Owned
Supplier Diversity Strengthens the Commonwealth
by the Virginia Department of Small Business & Supplier Diversity

Tab 5 – Products and Services / Scope

Vertosoft is pleased to over NCPA and member agencies access our catalog of emerging and innovative technology companies. A partial list of those vendors and the value they bring has been listed below. These products span a wide range of technology categories including: Big Data and Analytics, Cybersecurity, Business Applications, Machine Learning/Artificial Intelligence, DevSecOps, and Training/Education. A detailed list of part numbers, along with pricing is found in the attached Pricing Spreadsheet.

Software

Alation	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Alation is the data catalog where everyone in your organization can find the data they need to collaborate, automatically indexing your data by source. Alation automatically indexes your data by source. It also automatically gathers knowledge about your data. Like Google, Alation uses machine learning to continually improve human understanding.
AUTOMATION ANYWHERE Go be great.	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Government agencies process large volumes of data and documents every day, much of it manually. Repetitive, manual processes slow down employees and the services they provide to the public. As agencies continue to modernize systems, Robotic Process Automation (RPA) can automate repetitive tasks, freeing agency employees to focus on the things only humans do well and not get burdened with monotonous tasks. With RPA from Automation Anywhere, government agencies can create a scalable, secure, and reliable intelligent Digital Workforce that is highly efficient and compliant with all federal mandates.
BeyondTrust	**Commercial-Off-the-Shelf (COTS) Software, Security Software** BeyondTrust is the worldwide leader in intelligent identity and access security, empowering organizations to protect identities, stop threats, and deliver dynamic access to empower and secure a work-from-anywhere world. Our integrated products and platform offer the industry's most advanced privileged access

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

	management (PAM) solution, enabling organizations to quickly shrink their attack surface across traditional, cloud and hybrid environments. With a heritage of innovation and a staunch commitment to customers, BeyondTrust solutions are easy to deploy, manage, and scale as agencies evolve. BeyondTrust solutions are deployed in all cabinet level Federal Civilian agencies and over 100+ Defense Department environments. We are trusted across all 4 branches of the DoD, including the 4th estate, with ATO's both on the classified and unclassified side.
bizagi	**Commercial-Off-the-Shelf (COTS) Software, Software as a Service applications** Bizagi's industry-leading platform for low-code process automation connects people, applications, robots, and information. As the most business-friendly and flexible solution on the market, Bizagi's cloud-native platform enables true collaboration between business and IT, delivering faster adoption and success. Fueled by a community of millions of users, Bizagi powers over 400 enterprises worldwide.
Chainbridge TECHNOLOGIES	**Commercial-Off-the-Shelf (COTS) Software, Communication Software** Chainbridge Technologies started developing their first emergency management solutions in 2004, and today their planning, preparedness, response, and recovery systems are utilized by tens of thousands of emergency managers and responders across all levels of government and the private sector. Their innovative use of cloud, mobile, GIS, and social media technologies, combined with policy and operational subject matter expertise, is applicable to the full spectrum of emergency response missions encompassing both All-Hazard and CBRN incidents.
CLAROTY	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Claroty's unified platform integrates with customers' existing infrastructure to provide a full range of controls for visibility, risk and vulnerability management, threat detection, and

	secure remote access. Backed by the world's largest investment firms and industrial automation vendors, Claroty is deployed by hundreds of organizations at thousands of sites globally. The company is headquartered in New York City and has a presence in Europe, Asia-Pacific, and Latin America.
DataRobot	**Commercial-Off-the-Shelf (COTS) Software, Application Software** DataRobot is the leader in enterprise AI, delivering trusted AI technology and ROI enablement services to global enterprises. DataRobot's enterprise AI platform democratizes data science with end-to-end automation for building, deploying, and managing machine learning models. This platform maximizes value to the mission by delivering AI at scale and continuously optimizing performance over time. The company's proven combination of cutting edge software and world-class AI implementation, training, and support services, empowers any organization – regardless of size, industry, or resources – to drive better business outcomes with AI.
DEVO	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Devo is reinventing logging and security analytics as the next generation SIEM platform for the Public Sector. Devo enables you to ingest data from all your data sources, closing the visibility gap that puts your organization at higher risk. Security Operations integrates with your existing security ecosystem to enrich investigations with valuable context. Being able to seamlessly integrate all your data sources and ease your scaling worries. Devo exceeds your needs with none of the infrastructure management overhead. Stop worrying about search volume and concurrency. Devo supports thousands of always real-time concurrent queries. That's what confidence in a logging and security analytics platform feels like.
digital.ai	**Commercial-Off-the-Shelf (COTS) Software, Software for Engineering and Product Development**

	Digital.ai is the first enterprise value stream management platform that enables enterprises to focus on outcomes instead of outputs, create greater business value faster, and deliver secure digital experiences their users trust. The Digital.ai Value Stream Platform seamlessly integrates all the disparate tools and processes across the various DevOps initiatives, uses data and AI/ML to create connective tissue between them, and provides the real-time, contextual insights required to drive and sustain successful digital transformation. With Digital.ai, enterprises have the visibility they've been seeking to deliver value, drive growth, increase productivity, reduce security risks, and improve customer experience.
EcoInteractive	**Commercial-Off-the-Shelf (COTS) Software, Software as a Service applications** EcoInteractive provides industry-leading enterprise SaaS solutions to government transportation and environmental organizations nationwide. Our products support a diverse range of critical workflows for agencies planning our country's vast transportation infrastructure. Our software transforms data into integrated real-time insights that enable the management of transportation improvement projects worth hundreds of billions of dollars. Our SaaS solutions are also extensively utilized in integrating workflow and data sets for the management of environmental projects.
ENVEIL ENCRYPTED VEIL	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Enveil is a pioneering data security company protecting Data in Use. Enveil's business-enabling and privacy-preserving capabilities for secure data search, sharing, and collaboration protect data while it's being used or processed – the 'holy grail' of data encryption. Powered by homomorphic encryption, Enveil's ZeroReveal® solutions provide Trusted Compute in Untrusted Locations™, allowing organizations to securely derive insights, cross-match, and search third-party data assets without ever revealing the contents of the search itself or compromising the security or ownership of the underlying data. Enveil is NIAP/CSfC-certified to deliver nation-state level protection to the global marketplace. Founded by U.S. Intelligence Community alumni

	with backgrounds in mathematics, algorithmics, and machine learning, Enveil is revolutionizing data security by addressing a Data in Use vulnerability that people have been chasing for more than 20 years.
ESPER	**Commercial-Off-the-Shelf (COTS) Software, Application Software** The first cloud-based software to manage the end-to-end policymaking process. Policymakers save time and resources with a single source of truth for all policymaking activity. Esper is a mission-driven group of technologists and policy experts passionate about improving the policymaking process in government.
harness	**Commercial-Off-the-Shelf (COTS) Software, Software for Engineering and Product Development** Harness is the industry's first end-to-end software delivery platform using AI/ML. The modular platform is comprised of Continuous Integration (CI), Continuous Delivery (CD), Cloud-Cost Management (CCM), Feature Flags, Security Test Orchestration (STO), Service Reliability Management (SRM), and Chaos Engineering (CE).
HCL	**Commercial-Off-the-Shelf (COTS) Software, Communication Software, Security Software, Application Software, Software for Engineering and Product Development, Database Software, Information Worker Software** HCL is a next-generation global technology company that helps enterprises reimagine their businesses for the digital age. Its technology products, services and engineering are built on four decades of innovation, with a world-renowned management philosophy, a strong culture of invention, and a relentless focus on customer relationships. HCL serves leading enterprises across key industries, including 250 of the Fortune 500 and 650 of the Global 2000.

iDocket	**Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software** iDocket offers public access to judicial information, e-Filing, e-Recording, and property records from an ever-increasing number of the nation's local governments. Among the government services offered is iDocket's innovative local government software for other judicial processes, such as arrest, indictment, and final adjudication. This was specifically designed for government officials, including Judges, Sheriffs, District/County Attorneys, County/District Clerks, and Justices of the Peace.
IMMERSIVELABS	**Commercial-Off-the-Shelf (COTS) Software, Educational Software** 77% of security leaders say that gamification could be used to make their organization safer. Instead of checkbox training that's forgotten in days, our technology uses game mechanics and encourages creativity to meet objectives relevant to a user's role. Immersive Labs contains hundreds of cyber skill experiences and content for red teams, penetration testers and ethical hackers. And we're always adding more powered by the very latest threat intelligence.
KEEPER	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Keeper is the ultimate cybersecurity and productivity application that protects every remote employee and all their devices against password-related data breaches and cyberthreats. Secure your business passwords to prevent data breaches, improve employee productivity and meet compliance standards.
MyWorkDrive	**Commercial-Off-the-Shelf (COTS) Software, System Software** MyWorkDrive provides a software-only, on-premises solution for secure remote file access from anywhere for any device. Users gain access in minutes without Sync, VPN, RDP or migrating data. MyWorkDrive is for IT leaders looking for a cloud-like file sharing solution that has ransomware protection & DLP, facilitates data governance compliance (FIPS, HIPAA, FINRA, GDPR), enhances Office 365 real-time

	online collaboration, with a lower TCO. They give you easy, secure remote access to your organization's files using your server storage with no security worries about your data being in the cloud or syncing down to remote computers.
OPENGOV	**Commercial-Off-the-Shelf (COTS) Software, Application Software** OpenGov is the leader in budgeting and performance for the public sector whose mission is to power a more effective and accountable government. We offer three easy-to-use cloud-based software solutions that transform how governments budget, measure performance, and engage the public. With OpenGov, agencies can make more informed decisions and drive better outcomes for the public.
PublicInput	**Commercial-Off-the-Shelf (COTS) Software, Application Software** PublicInput helps you increase public engagement and communication with your community, while reducing your workload burdens with an integrated solution.
Red Hat	**Commercial-Off-the-Shelf (COTS) Software, System Software, Software as a Service applications, Software for Engineering and Product Development** Red Hat delivers hardened, open source solutions that make it easier for enterprises to work across platforms and environments, from the core datacenter to the network edge. By operating transparently and responsibly, we continue to be a catalyst in open source communities, helping you build flexible, powerful IT infrastructure solutions.
SOMA GLOBAL	**Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software** Since 2017, SOMA Global has been a leading provider of cloud-native critical-response public safety software solutions. SOMA's team of public safety veterans and mission-driven developers are focused on enabling agency partners to focus on what matters most, fulfilling their mission in the communities they serve. Through world-class customer service in combination with

	SOMA Telos™ and SOMA Global's modern-cloud software solutions, operations are a unified ecosystem of pre-built applications, workflows, automations and data interoperability that can be rapidly configured based on the specific needs of your agency and community.
StreamSets	**Commercial-Off-the-Shelf (COTS) Software, Application Software** At StreamSets, a Software AG company, their mission is to ensure data engineering teams thrive in today's world of constant change. Streamsets does this by embedding the DataOps philosophy of "continuous data for the connected enterprise" into the StreamSets DataOps Platform. StreamSets empowers data engineers to build, run, monitor, and manage smart data pipelines for modern analytics. StreamSets is the only data integration platform that provides a single design experience for all design patterns for 10x greater developer productivity; smart data pipelines that are resilient to change for 80% less breakages; and a single pane of glass for observing and monitoring all pipelines to eliminate blind spots and control gaps. With StreamSets, you can deliver continuous data for modern analytics and hybrid integration in a world of constant change.
Swiftly	**Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software** Swiftly is a single platform to unify your public transit data. Swiftly's products combine to form a single, powerful platform that centers your transit agency on the industry's most accurate data. Swiftly's cloud infrastructure and subscription model simplify how agencies build their transit data stack. Agencies may choose only the products they need, access them from anywhere, and use them with the hardware of their choice.
ThirdLine	**Commercial-Off-the-Shelf (COTS) Software, Application Software** ThirdLine was founded by former city and county internal audit analysts and data scientists, along with public accounting professionals. ThirdLine integrates with municipal ERP systems and combines the power of 400 analytics across 10

	modules to expedite audits, monitor operations, and find fraud, waste, and abuse.
Tricentis	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Tricentis is a global leader in enterprise continuous testing. The Tricentis AI-based, continuous testing portfolio of products provide a new and fundamentally different way to perform software testing. An approach that's totally automated, fully codeless, and intelligently driven by AI. It addresses both agile development and complex enterprise apps, enabling enterprises to accelerate their digital transformation by dramatically increasing software release speed, reducing costs, and improving software quality. Widely credited for reinventing software testing for DevOps, cloud, and enterprise applications, Tricentis has been recognized as a leader by all major industry analysts, including Forrester, Gartner, and IDC.
UDACITY	**Commercial-Off-the-Shelf (COTS) Software, Training** Udacity is a global, online training platform powering digital transformation and accelerated time-to-market initiatives for Public Sector, Fortune 500 and Global 2000 enterprises. Udacity programs provide industry-created practitioner skills through a series of "Nanodegree" programs consisting of online courses and real-world projects in artificial intelligence, machine learning, data science, autonomous systems, and cloud computing among other disciplines. In partnership with Udacity's experts, they will co-design a tailored transformation journey to solve acute workforce challenges to deliver next-level business results.
vArmour	**Software, Commercial-Off-the-Shelf (COTS) Software, Security Software** vArmour is the leading provider of Application Relationship Management software. Enterprises around the world rely on vArmour to discover, observe, and control relationships between every user, every application, and across every environment to reduce risk and increase resiliency — all without adding new agents or infrastructure.

VIRTUALITICS	**Software, Commercial-Off-the-Shelf (COTS) Software, Application Software** Virtualitics, Inc. operates a platform to merge artificial intelligence, big data, and virtual/augmented reality. Its platform enables users to visualize and understand data; and provides shared virtual office to analyze data, and present and discuss insights. Powered by a suite of AI-enabled products, Virtualitics provides a rapidly deployable end-to-end solution that quickly preprocesses and fuses data sources, builds predictive AI models, and leverages our best-in-class data analytics and visualization platform for exploration and collaboration in either desktop or virtual reality.
VL VISUAL LEASE	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Visual Lease is the #1 lease optimization software. We empower organizations to transform their lease accounting compliance requirements into financial opportunities. We have a passion for simplifying the complex. We are committed to ongoing innovation and unparalleled customer service. We help our customers transform lease compliance requirements into opportunities for hard- and soft-dollar savings.
workiva	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Workiva created Wdesk, a cloud-based platform that modernizes how people work within thousands of organizations worldwide. With Wdesk, there's no switching back and forth between different versions. Instead, users are able to collaborate in real-time, mitigate risk, and improve productivity. Wdesk gives users the confidence they need to make data-driven decision across the enterprise. Workiva brings together everything you need—teammates, datasets, and data sources—so you can work better in the cloud. Wherever you are, whatever you're doing. Automate what's slowing you down. Focus on what fires you up.

ZIMPERIUM.	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Zimperium, Inc. is a global leader in mobile device and app security, offering real-time, on-device protection against both known and unknown threats on Android, iOS and Chromebook endpoints. The company was founded under the premise that the then current state of mobile security was insufficient to solve the growing mobile security problem. At the time, most mobile security was a port from traditional endpoint security technologies.

Services

Category	Services
Financial	Reporting Automation - Comprehensive Annual Financial Report (CAFR)
Financial	Reporting Automation – Financial Statements
Financial	Reporting Automation – Budget Book
Financial	Reporting Automation – Budget Simulations
Financial	Accounting Automation – Automated Reconciliations
Financial	Accounting Automation – Robotic Process Automation
Cloud	Managed Cloud Services
Cloud	Cloud Governance – Compliance, Financial Management
Cloud	Application Modernization
Cloud	Cloud Readiness Advisory
Machine Learning	App Accelerators
Machine Learning	Data Operations Pipeline
Machine Learning	Enhanced Robotic Process Automation – BOT development
Cybersecurity	Software Bill of Materials (SBOM) creation
Cybersecurity	Secure software supply chain risk management
Financial Service Offerings	Fair Market Value Lease
Financial Service Offerings	Purchase Option Lease
Financial Service Offerings	Payment Agreements
Financial Service Offerings	Direct and Indirect Financing

Warranty

Each software supplier provides their own Warranty that is provided to a public sector agency at the time of purchase. These warranties, and end user licensing agreements are available for review if so desired.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Tab 6 – References

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Tab 7 – Pricing

Please see the attached pricing sheet that was submitted electronically via the Bonfire portal.

Tab 8 – Value Added Products and Services

Presales Engineering Talent

Vertosoft's focus on emerging and innovative technologies are supported by experienced technical resources to identify the best overall solution for NCPA members. Vertosoft Account Managers are trained presales specialists who focus on specific technology domains such as Cloud Computing, Machine Learning and Artificial Intelligence, Cybersecurity, and Big Data and Analytics. Partnered with dedicated engineering resources from the software supplier, Vertosoft can provide NCPA members important insights about the technology solutions to best meet the member's needs.

Quality and Responsiveness

Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of quality and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include:

- Maintaining product catalogs and price lists on different government contract vehicles.
- Error free quoting to the government on behalf of our technology partners.
- Efficient purchase order (PO) processing from our government customers.
- Efficient PO delivery to our technology partners.
- Accurate invoice creation for government customers for solutions delivered by our technology partners.
- Payments to our technology partners upon payment from the government.
- Customer satisfaction measurement with the overall procurement process experience through Vertosoft.

Dedicated Customer Success Management Team

Vertosoft will assign a dedicated Customer Success Manager (CSM) team to NCPA members. The assigned CSM team will all be US citizens with knowledge of the different software manufacturer's software entitlement systems, license management processes, and technical support systems. Vertosoft provides a dedicated 1-800 number and email address that will connect participating entities directly with the dedicated CSM team.

The CSM will be able to provide NCPA and participating entities with the following benefits:

- Software Entitlement management support
- Customized license reporting and usage
- Service Desk Management Portal – ability to open and manage service tickets with Vertosoft CSM team
- Technical Outreach and Advisory Sessions

Vertosoft's CSM team will assist NCPA and participating entities with tracking the usage for each product. The CSM team will provide NCPA metrics on the calls/emails into the Vertosoft 1-800 and dedicated email address along with open/closed service tickets to help NCPA understand the volume and scale of support being requested and provided. Vertosoft will also provide NCPA participating entities with access to VertoDesk, which is a software entitlement portal where assigned participating entities can see the list of current software entitlements.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Marketing and Training

Each of the software suppliers supported by Vertosoft provide complimentary webinars to NCPA member agencies to help them better understand different features within the tool, so that agencies can maximize the investment in the technology.

Vertosoft also hosts 'Tech-Days' where we bring emerging technology suppliers to our public sector customers where they can engage in technical deep dives, learn about product roadmaps, and get key industry updates and insights.

Within the first 14 days after award Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations.

Within 30 days after award, Vertosoft will launch a dedicated web site with the NCPA standard logo. The website will have a copy of the original request for proposal, copy of the contract, summary of products being offered, marketing materials, and a link to NCPA website. Vertosoft will also include a dedicated toll-free number and email address for NCPA participating entities.

Within 60 days after award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future.

Secure Software Supply Chain

Executive Order 14028, "Improving the Nation's Cybersecurity" called to establish baseline security standards for development of software. As part of this effort, Vertosoft is working with our suppliers to develop a 'software bill of materials' (SBOM) to help public sector agencies better understand the nested libraries that make up the software components they are using.

Minority and Women Business Enterprise (MWBE) and HUB Participation

Vertosoft believes that a diverse supplier base is important to our overall success as an organization. This is evident by hundreds of service and resell partners that Vertosoft works with around the country that are either minority, women owned, service disabled veteran, certified 8(a), or HUB Zone companies. These partners compliant our software supplier's diversity programs and help public sector agencies meet their own goals for diversity.

Government Financing and Structured Payment Plans

Vertosoft offers extended payment plans and subscription billing for technology purchases to help align structured payments to government program budgets while meeting government guidelines. Vertosoft's deep understanding of the government acquisition process allow us to provide the government with simplified terms and conditions and flexible payment options. We also can provide utility-based pricing and quarterly or monthly subscription billing for cloud-based SaaS software.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Tab 9 – Required Documents

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIRMENTS

Contractor Certification
Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	Vertosoft LLC
Address	1602 Village Market Blvd SE Suite 320
City/State/Zip	Leesburg, VA 20175
Authorized Signature	Chet Hayes
Date	03/22/2023

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	Vertosoft LLC
Address	1602 Village Market Blvd SE Suite 320
City/State/Zip	Leesburg, VA 20175
Telephone Number	571.707.4137
Fax Number	
Email Address	chet@vertosoft.com
Printed Name	Chet Hayes
Title	Chief Technology Officer
Authorized Signature	Chet Hayes

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

Contract With Vertosoft, LLC to Obtain and Implement the OpenGov Permitting, Licensing & Code Enforcement Software

Final Audit Report 2025-07-23

Created:	2025-07-23
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAzqqo5wt7OlwERisu0be8Q2V_kr9goosH

"Contract With Vertosoft, LLC to Obtain and Implement the OpenGov Permitting, Licensing & Code Enforcement Software" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-07-23 - 3:26:01 PM GMT- IP address: 98.97.116.171

Document emailed to HEATHER LAMBOY (hllamboy@santafenm.gov) for signature
2025-07-23 - 3:33:20 PM GMT

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2025-07-23 - 3:33:21 PM GMT

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-07-23 - 3:33:21 PM GMT

Document emailed to Eric Candelaria (edcandelaria@santafenm.gov) for signature
2025-07-23 - 3:33:21 PM GMT

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-07-23 - 3:33:22 PM GMT

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-07-23 - 3:33:22 PM GMT

Document emailed to edmontoya1@santafenm.gov for signature
2025-07-23 - 3:33:23 PM GMT

Powered by Adobe Acrobat Sign

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2025-07-23 - 3:33:49 PM GMT - Time Source: server- IP address: 98.97.116.171

Email viewed by Eric Candelaria (edcandelaria@santafenm.gov)

2025-07-23 - 3:50:47 PM GMT- IP address: 104.47.64.254

Document e-signed by Eric Candelaria (edcandelaria@santafenm.gov)

Signature Date: 2025-07-23 - 3:51:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

2025-07-23 - 3:52:02 PM GMT- IP address: 104.47.65.254

Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

Decline reason: Purchases cannot be made from object 563100 - that line is only there to pay ITT for costs they incur on behalf of other Departments. If this is going to be paid by ITT and charged back to PLU or whoever, the ITT org/object needs to be on the memo.
2025-07-23 - 3:53:43 PM GMT- IP address: 63.232.20.2

Powered by
Adobe
Acrobat Sign

Contract With Vertosoft, LLC to Obtain and Implement the OpenGov Permitting, Licensing & Code Enforcement Software

Final Audit Report 2025-07-31

Created:	2025-07-24
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnMp2HJaqgDACA91saggc6rLu7rmqv42N

"Contract With Vertosoft, LLC to Obtain and Implement the OpenGov Permitting, Licensing & Code Enforcement Software" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-07-24 - 5:47:02 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-07-24 - 6:01:32 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-24 - 8:00:08 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-24 - 8:00:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to HEATHER LAMBOY (hllamboy@santafenm.gov) for signature
2025-07-24 - 8:00:28 PM GMT

Email viewed by HEATHER LAMBOY (hllamboy@santafenm.gov)
2025-07-24 - 8:00:49 PM GMT- IP address: 104.47.65.254

Document e-signed by HEATHER LAMBOY (hllamboy@santafenm.gov)
Signature Date: 2025-07-24 - 8:01:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2025-07-24 - 8:01:12 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)
2025-07-24 - 8:18:31 PM GMT- IP address: 104.47.64.254

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
Signature Date: 2025-07-25 - 3:58:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-07-25 - 3:58:51 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-07-31 - 0:02:40 AM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-07-31 - 0:08:20 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to edmontoya1@santafenm.gov for signature
2025-07-31 - 0:08:22 AM GMT

Email viewed by edmontoya1@santafenm.gov
2025-07-31 - 1:40:30 AM GMT- IP address: 104.47.65.254

Signer edmontoya1@santafenm.gov entered name at signing as Elisa D. Montoya
2025-07-31 - 1:40:46 AM GMT- IP address: 73.42.112.152

Document e-signed by Elisa D. Montoya (edmontoya1@santafenm.gov)
Signature Date: 2025-07-31 - 1:40:48 AM GMT - Time Source: server- IP address: 73.42.112.152

Agreement completed.
2025-07-31 - 1:40:48 AM GMT

Signature:

Email: xivigil@santafenm.gov

Amendment_1_GB_Memo__JDM_Apr21_Update_-Signed_pg._1-3

Final Audit Report 2026-05-04

Created:	2026-05-01
By:	AP (aeperez@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAp1L3qCQEoXgQ3YmmMxvz1JfhpNz8lTdL

"Amendment_1_GB_Memo__JDM_Apr21_Update_-Signed_pg._1-3" History

Document digitally presigned by Adobe Acrobat Sign (acrobat-sign-certified@adobe.com)
2025-08-18 - 6:41:40 PM GMT- IP address: 50.228.218.220

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-05-01 - 8:04:47 PM GMT- IP address: 50.228.218.220

Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-05-01 - 8:11:56 PM GMT

Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP
2026-05-01 - 8:12:38 PM GMT- IP address: 50.228.218.220

Form filled by AP (aeperez@santafenm.gov)
Form filling Date: 2026-05-01 - 8:12:40 PM GMT - Time Source: server- IP address: 50.228.218.220

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-05-01 - 8:12:44 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-05-01 - 11:58:35 PM GMT- IP address: 104.47.65.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-05-02 - 0:00:00 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Eric Candelaria (edcandelaria@santafenm.gov) for signature
2026-05-02 - 0:00:05 AM GMT

Email viewed by Eric Candelaria (edcandelaria@santafenm.gov)
2026-05-04 - 4:32:16 PM GMT- IP address: 104.47.64.254

Document canceled by AP (aeperez@santafenm.gov)

Cancel reason: incorrect signatures

2026-05-04 - 9:07:19 PM GMT- IP address: 50.228.218.220

Powered by
Adobe
Acrobat Sign

Amendment_1_GB_Memo__JDM_Apr21_Update_-Signed_pg._1-3 (1)

Final Audit Report 2026-05-22

Created:	2026-05-04
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6WgD7XX4q3JfbtNuUNHdRNPhQZGW8h9Y

"Amendment_1_GB_Memo__JDM_Apr21_Update_-Signed_pg._1-3 (1)" History

Document digitally presigned by Adobe Acrobat Sign (acrobat-sign-certified@adobe.com)
2025-08-18 - 6:41:40 PM GMT- IP address: 50.228.218.220

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-05-04 - 9:09:44 PM GMT- IP address: 50.228.218.220

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-05-04 - 9:14:28 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-05-04 - 9:42:53 PM GMT- IP address: 63.232.20.2

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-05-05 - 9:34:16 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2026-05-06 - 5:25:23 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2026-05-06 - 5:25:27 PM GMT

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
Signature Date: 2026-05-22 - 3:51:00 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.
2026-05-22 - 3:51:00 PM GMT

Powered by Adobe Acrobat Sign

Amendment_1_GB_Memo__JDM_Apr21_Update_-Signed_pg._1-3 (1)_encrypted_

Final Audit Report 2026-05-26

Created:	2026-05-26
By:	Amanda Britt (apbritt@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF8dAzBcXzF4F406mRVT3pmQpM2xiY5Yr

"Amendment_1_GB_Memo__JDM_Apr21_Update_-Signed_pg._1-3 (1)_encrypted_" History

Document digitally presigned by Adobe Acrobat Sign (acrobat-sign-certified@adobe.com)
2025-08-18 - 6:41:40 PM GMT- IP address: 63.232.20.2

Document created by Amanda Britt (apbritt@santafenm.gov)
2026-05-26 - 2:24:27 PM GMT- IP address: 63.232.20.2

Document emailed to Eric Candelaria (edcandelaria@santafenm.gov) for signature
2026-05-26 - 2:28:18 PM GMT

Email viewed by Eric Candelaria (edcandelaria@santafenm.gov)
2026-05-26 - 4:34:07 PM GMT- IP address: 104.47.64.254

Document e-signed by Eric Candelaria (edcandelaria@santafenm.gov)
Signature Date: 2026-05-26 - 4:35:01 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.
2026-05-26 - 4:35:01 PM GMT

Powered by Adobe Acrobat Sign

City of Santa Fe, New Mexico
Memorandum

DATE: **May 26, 2026**

TO: **Finance Committee, Public Works and Utilities, and Governing Body**

FROM: **Jimmy Gunn, Interim Airport Director**

VIA: **Paulette Ortiz, Grant Administrator**

ITEM AND ISSUE:

Request For Approval to charge a Passenger Facility Charge for Santa Fe Regional Airport.

1. Request for Approval to charge a Passenger Facility Charge in the amount of $3.00.

(Jimmy Gunn, Interim Airport Director, jdgunn@santafenm.gov; Paulette Ortiz, Administrative Grant Administrator, pkortiz@santafenm.gov)

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is requesting approval to collect a passenger facility charge per commercial ticket. This charge will be applied to the ongoing airfield projects only. Most airports collect PFC funds to help aid their airfield projects. This application is also approved by the federal aviation department. The airport advisory board has motioned to approve this request on their May 21st 2026 monthly meeting.

ACTION:

Approval to accept the Passenger Facility Charge for Santa Fe Regional Airport

COMMITTEE REVIEW:

Finance Committee: 6/8/2026
Public Works and Utilities: 6/1/2026
Governing Body: 6/10/2026

Signature:

Email: jdgunn@santafenm.gov

NOTICE OF INTENT
TO
IMPOSE A PFC CHARGE
AND
USE PFC REVENUES
AT
SANTA FE REGIONAL AIRPORT

As Authorized under
Passenger Facility Charge (PFC) Authorization at Non-Hub Airports
(§158.30)

Submitted To The

Federal Aviation Administration

By The

CITY OF SANTA FE, NEW MEXICO

May 7, 2026

PASSENGER FACILITY CHARGE (PFC) APPLICATION

PASSENGER FACILITY CHARGE (PFC) APPLICATION

1. Application Type *(Check all that apply)*

- [X] a. Impose PFC Charges
- [X] b. Use PFC Revenue
- [ ] c. Amend PFC No.

FAA USE ONLY

Date Received:

PFC Number:

PART I - General

2. Public Agency Name, Address, and Contact Person

Agency Name: City of Santa Fe

Address: 121 Aviation Drive

City, State, ZIP: Santa Fe, NM 87507

Contact Person: Jimmy Gunn

3. Airport(s) to Use

Santa Fe Regional Airport (SAF)

4. Consultation Dates

a. Date of Written Notice to Air Carriers: 02/25/2026

b. Date of Consultation Meeting with Air Carriers: 04/07/2026

c. Date of Public Notice: 02/24/2026

PART II - Charges

5. Charges

a. Airport to Impose:	b. Level	c. Total Estimated PFC Revenue	d. Proposed Effective Date: 06/01/2026	e. Estimated Expiration Date: 01/31/2027
Santa Fe Regional Airport (SAF)	[ ] $1.00 [ ] $2.00 [X] $3.00 [ ] $4.00 [ ] $4.50	Impose: 387383 Use: 387383		

PART III - Attachments

6. Attachments *(Check all that Apply)*

a. Airport Capital Improvement Plan	[X] Attached	Submitted with Application Number:
b. Application Project Information	[X] Attached	Submitted with Application Number:
c. Air Carrier Consultation and Public Notice Information	[X] Attached	Submitted with Application Number:
d. Request to Exclude Class(es) of Carriers	[ ] Attached	Submitted with Application Number:
e. Alternative Uses/Projects	[ ] Attached	Submitted with Application Number:
f. Competition Plan/Update	[ ] Attached	Submitted with Application Number:
g. ALP/Airspace/Environmental	[X] Attached	Submitted with Application Number:
h. Notice of Intent Project Information	[X] Attached	Submitted with Application Number:
I. Other:	[ ] Attached	Submitted with Application Number:

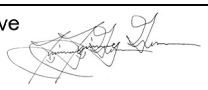
PART IV - Certification

7. With respect to this PFC application I hereby certify as follows:

- To the best of my knowledge and belief, all data in this application are true and correct;
- This application has been duly authorized by the governing body of the public agency;
- The public agency will comply with the assurances (Appendix A to Part 158) if the application is approved;
- For those projects for which approval to use PFC revenue is requested, all applicable ALP approvals, airspace determinations, and environmental reviews required by the National Environmental Policy Act have been completed.
- If required, the public agency has submitted a competition plan in accordance with 49 U.S.C. 47106(f); and
- If required by 49 U.S.C. 40117(d)(4), adequate provision for financing the airside needs, including runways, taxiways, aprons, and gates, has been made by the public agency.

a. Name of Authorized Representative	b. Title	c. Telephone Number
Jimmy Gunn	Airport Manager	505-955-2901
	d. E-mail Address: jdgunn@santafenm.gov	

Please read the following information: By signing this document, you are agreeing that you have reviewed the following disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

e. Signature of Authorized Representative	f. Date Signed
	

ATTACHMENT C

Air Carrier Consultation and Public Notice Information

AIR CARRIER CONSULTATION
SANTA FE REGIONAL AIRPORT
NOTICE OF INTENT
TO
APPLY FOR AUTHORITY TO IMPOSE A PASSENGER FACILITY CHARGE (PFC)
AND
USE PFC REVENUE

On February 25, 2026, the City of Santa Fe provided written notice to air carriers having asignificant business interest at Santa Fe Regional Airport. A copy of each letter sent to the air carriers and the associated Exhibits is attached. The letter contained the following information.

- A description of the projects the City of Santa Fe is considering for funding by PFCs.
- The PFC level for each project.
- The proposed charge effective date for the notice of intent.
- The estimated charge expiration date for the notice of intent.
- The estimated total PFC revenue the City of Santa Fe will collect for the notice of intent.
- The date and location of the air carrier consultation meeting.

No comments were received from the air carriers and none of the notified air carriers attended the meeting. Both a copy of the sign-in sheet from the meeting, as well as minutes of the meeting, are attached.

NO WRITTEN CERTIFICATION OF AGREEMENT OR DISAGREEMENT WITH ANY OF THE PROPOSED PROJECTS WAS RECEIVED FROM THE NOTIFIED AIR CARRIERS WITHIN 30 DAYS FOLLOWING THE MEETING.

SANTA FE
REGIONAL AIRPORT

February 25, 2026

Accounts Payable
American Airlines
7465 63rd St.
Tulsa OK, 74133

SUBJECT: ***Notice by Public Agency of Intent to Apply for Authority to Impose a Passenger Facility Charge (PFC) and Use PFC Revenue at Santa Fe Municipal Airport***

Dear Accounts Payable:

As provided for in Title 14 Code of Federal Regulations (CFR) Part 158.30, ***PFC Authorization at Non-Hub Airports***, the City of Santa Fe intends to file a Notice of Intent with the Federal Aviation Administration (FAA) for the authority to impose a Passenger Facility Charge (PFC) and use PFC revenues for specific future projects at Santa Fe Municipal Airport (see Attachments A and B).

As required under Section 158.23 of 14 CFR Part 158, *Passenger Facility Charges*, the City of Santa Fe is hereby providing written notice to all U.S. air carriers operating at Santa Fe Municipal Airport of its intent to impose a new PFC. 14 CFR Part 158 is the final rule by the FAA that implements Sections 9110 and 9111 of the *Aviation Safety and Capacity Expansion Act of 1990*, which was passed by the U.S. Congress in November 1990.

THE AIRPORT SYSTEM

The City of Santa Fe serves as the governing body that oversees the operation of Santa Fe Municipal Airport. The airport is designated by the FAA as a Commercial Service – Non-Hub Primary Facility intended to serve short-haul (less than 1,500 miles) air carrier markets and general aviation. The City of Santa Fe's objective is to operate the airport as a self-sufficient enterprise.

SANTA FE
REGIONAL AIRPORT

BACKGROUND

It is the policy of the City of Santa Fe to continue to improve Santa Fe Municipal Airport to meet the aviation demands of the Santa Fe area in a financially and environmentally sound manner. The existing and forecasted growth in aviation activity requires the City of Santa Fe to improve its airport facilities; therefore, the city has developed an Airport Capital Improvement Program (ACIP) that identifies facility improvements that will be required at Santa Fe Municipal Airport during the next five (5)-year period. The City of Santa Fe intends to fund a number of these airport improvements wholly or in part with revenues generated by PFCs. To the extent that PFCs will not be adequate to fund all of the proposed projects, other federal, state, and local capital funds will be applied.

AIRLINE NOTIFICATION – REQUIRED INFORMATION

The following paragraphs provide the information required under Section 158.23 of 14 CFR Part 158 for the notice to air carriers serving Santa Fe Municipal Airport.

I. NOTICE OF INTENT #1

Section 158.23 (a) (l), Description of Projects Being Considered for Funding by PFC Revenue.

A description of the projects at Santa Fe Municipal Airport being considered for funding, in whole or in part, by PFCs is provided in Attachments A and B.

Section 158.23 (a) (2), PFC Level, Proposed Charge Effective Date, Estimated Expiration Date, and Estimated Total PFC Revenue.

- PFC Level: **$3.00 per enplaned passenger**
  - As per Section 158.23, an enplaned passenger is defined as a domestic, territorial, or international revenue passenger enplaned in the United States in scheduled or nonscheduled service on aircraft in intrastate, interstate, or foreign commerce. A revenue passenger is one who possesses an air travel ticket. An air travel ticket means all documents pertaining to a passenger's complete itinerary necessary to transport a passenger by air, including passenger manifests.

- Proposed Charge Effective Date: **June 1, 2026**
- Estimated Charge Expiration Date: **January 31, 2027**
- Estimated Total PFC Revenue: **$387,383,** not including interest

Section 158.23 (a) (3), Classes of Carriers Not Required to Collect PFCs

None.

Section 158.23 (a) (4), Date and Location of Meeting to Present the Projects Listed in Attachment A.

April 7, 2026 - - 2:00 p.m.
Airport Administration Offices
Santa Fe Municipal Airport
121 Aviation Drive
Building 3002B
Santa Fe, NM 87507

Please note Section 158.23 (c) (I) stipulates that within 30 days following issuance of this notice, each carrier must provide the city with a written acknowledgment that such notice was received.

I look forward to seeing you or your representative at this meeting. In the meantime, please feel free to call me at (**505) 955-2901** if you have any questions.

Sincerely,

Jimmy Gunn
Airport Manager

Attachments (2)

c. Ben Guttery – FAA
James Fuller – FAA
Leah Marquez – Molzen Corbin
Dave Fitz – Coffman Associates

SANTA FE
REGIONAL AIRPORT

February 25, 2026

Accounts Payable
United Airlines
233 South Wacker Dr.
Chicago IL, 60606

SUBJECT: ***Notice by Public Agency of Intent to Apply for Authority to Impose a Passenger Facility Charge (PFC) and Use PFC Revenue at Santa Fe Municipal Airport***

Dear Accounts Payable:

As provided for in Title 14 Code of Federal Regulations (CFR) Part 158.30, ***PFC Authorization at Non-Hub Airports***, the City of Santa Fe intends to file a Notice of Intent with the Federal Aviation Administration (FAA) for the authority to impose a Passenger Facility Charge (PFC) and use PFC revenues for specific future projects at Santa Fe Municipal Airport (see Attachments A and B).

As required under Section 158.23 of 14 CFR Part 158, *Passenger Facility Charges*, the City of Santa Fe is hereby providing written notice to all U.S. air carriers operating at Santa Fe Municipal Airport of its intent to impose a new PFC. 14 CFR Part 158 is the final rule by the FAA that implements Sections 9110 and 9111 of the *Aviation Safety and Capacity Expansion Act of 1990*, which was passed by the U.S. Congress in November 1990.

THE AIRPORT SYSTEM

The City of Santa Fe serves as the governing body that oversees the operation of Santa Fe Municipal Airport. The airport is designated by the FAA as a Commercial Service – Non-Hub Primary Facility intended to serve short-haul (less than 1,500 miles) air carrier markets and general aviation. The City of Santa Fe's objective is to operate the airport as a self-sufficient enterprise.

SANTA FE
REGIONAL AIRPORT

BACKGROUND

It is the policy of the City of Santa Fe to continue to improve Santa Fe Municipal Airport to meet the aviation demands of the Santa Fe area in a financially and environmentally sound manner. The existing and forecasted growth in aviation activity requires the City of Santa Fe to improve its airport facilities; therefore, the city has developed an Airport Capital Improvement Program (ACIP) that identifies facility improvements that will be required at Santa Fe Municipal Airport during the next five (5)-year period. The City of Santa Fe intends to fund a number of these airport improvements wholly or in part with revenues generated by PFCs. To the extent that PFCs will not be adequate to fund all of the proposed projects, other federal, state, and local capital funds will be applied.

AIRLINE NOTIFICATION – REQUIRED INFORMATION

The following paragraphs provide the information required under Section 158.23 of 14 CFR Part 158 for the notice to air carriers serving Santa Fe Municipal Airport.

I. NOTICE OF INTENT #1

Section 158.23 (a) (l), Description of Projects Being Considered for Funding by PFC Revenue.

A description of the projects at Santa Fe Municipal Airport being considered for funding, in whole or in part, by PFCs is provided in Attachments A and B.

Section 158.23 (a) (2), PFC Level, Proposed Charge Effective Date, Estimated Expiration Date, and Estimated Total PFC Revenue.

- PFC Level: **$3.00 per enplaned passenger**
  - As per Section 158.23, an enplaned passenger is defined as a domestic, territorial, or international revenue passenger enplaned in the United States in scheduled or nonscheduled service on aircraft in intrastate, interstate, or foreign commerce. A revenue passenger is one who possesses an air travel ticket. An air travel ticket means all documents pertaining to a passenger's complete itinerary necessary to transport a passenger by air, including passenger manifests.

- Proposed Charge Effective Date: **June 1, 2026**
- Estimated Charge Expiration Date: **January 31, 2027**
- Estimated Total PFC Revenue: **$387,383,** not including interest

Section 158.23 (a) (3), Classes of Carriers Not Required to Collect PFCs

None.

Section 158.23 (a) (4), Date and Location of Meeting to Present the Projects Listed in Attachment A.

April 7, 2026 - - 2:00 p.m.
Airport Administration Offices
Santa Fe Municipal Airport
121 Aviation Drive
Building 3002B
Santa Fe, NM 87507

Please note Section 158.23 (c) (I) stipulates that within 30 days following issuance of this notice, each carrier must provide the city with a written acknowledgment that such notice was received.

I look forward to seeing you or your representative at this meeting. In the meantime, please feel free to call me at (**505) 955-2901** if you have any questions.

Sincerely,

Jimmy Gunn
Airport Manager

Attachments (2)

c. Ben Guttery – FAA
James Fuller – FAA
Leah Marquez – Molzen Corbin
Dave Fitz – Coffman Associates

SANTA FE
REGIONAL AIRPORT

February 25, 2026

Accounts Payable
Mesa Airlines
410 N 44th St Suite 700
Phoenix, AZ 85008

SUBJECT: ***Notice by Public Agency of Intent to Apply for Authority to Impose a Passenger Facility Charge (PFC) and Use PFC Revenue at Santa Fe Municipal Airport***

Dear Accounts Payable:

As provided for in Title 14 Code of Federal Regulations (CFR) Part 158.30, ***PFC Authorization at Non-Hub Airports***, the City of Santa Fe intends to file a Notice of Intent with the Federal Aviation Administration (FAA) for the authority to impose a Passenger Facility Charge (PFC) and use PFC revenues for specific future projects at Santa Fe Municipal Airport (see Attachments A and B).

As required under Section 158.23 of 14 CFR Part 158, *Passenger Facility Charges*, the City of Santa Fe is hereby providing written notice to all U.S. air carriers operating at Santa Fe Municipal Airport of its intent to impose a new PFC. 14 CFR Part 158 is the final rule by the FAA that implements Sections 9110 and 9111 of the *Aviation Safety and Capacity Expansion Act of 1990*, which was passed by the U.S. Congress in November 1990.

THE AIRPORT SYSTEM

The City of Santa Fe serves as the governing body that oversees the operation of Santa Fe Municipal Airport. The airport is designated by the FAA as a Commercial Service – Non-Hub Primary Facility intended to serve short-haul (less than 1,500 miles) air carrier markets and general aviation. The City of Santa Fe's objective is to operate the airport as a self-sufficient enterprise.

SANTA FE
REGIONAL AIRPORT

BACKGROUND

It is the policy of the City of Santa Fe to continue to improve Santa Fe Municipal Airport to meet the aviation demands of the Santa Fe area in a financially and environmentally sound manner. The existing and forecasted growth in aviation activity requires the City of Santa Fe to improve its airport facilities; therefore, the city has developed an Airport Capital Improvement Program (ACIP) that identifies facility improvements that will be required at Santa Fe Municipal Airport during the next five (5)-year period. The City of Santa Fe intends to fund a number of these airport improvements wholly or in part with revenues generated by PFCs. To the extent that PFCs will not be adequate to fund all of the proposed projects, other federal, state, and local capital funds will be applied.

AIRLINE NOTIFICATION – REQUIRED INFORMATION

The following paragraphs provide the information required under Section 158.23 of 14 CFR Part 158 for the notice to air carriers serving Santa Fe Municipal Airport.

I. NOTICE OF INTENT #1

Section 158.23 (a) (l), Description of Projects Being Considered for Funding by PFC Revenue.

A description of the projects at Santa Fe Municipal Airport being considered for funding, in whole or in part, by PFCs is provided in Attachments A and B.

Section 158.23 (a) (2), PFC Level, Proposed Charge Effective Date, Estimated Expiration Date, and Estimated Total PFC Revenue.

- PFC Level: **$3.00 per enplaned passenger**
  - As per Section 158.23, an enplaned passenger is defined as a domestic, territorial, or international revenue passenger enplaned in the United States in scheduled or nonscheduled service on aircraft in intrastate, interstate, or foreign commerce. A revenue passenger is one who possesses an air travel ticket. An air travel ticket means all documents pertaining to a passenger's complete itinerary necessary to transport a passenger by air, including passenger manifests.

- Proposed Charge Effective Date: **June 1, 2026**
- Estimated Charge Expiration Date: **January 31, 2027**
- Estimated Total PFC Revenue: **$387,383,** not including interest

Section 158.23 (a) (3), Classes of Carriers Not Required to Collect PFCs

None.

Section 158.23 (a) (4), Date and Location of Meeting to Present the Projects Listed in Attachment A.

April 7, 2026 - - 2:00 p.m.
Airport Administration Offices
Santa Fe Municipal Airport
121 Aviation Drive
Building 3002B
Santa Fe, NM 87507

Please note Section 158.23 (c) (I) stipulates that within 30 days following issuance of this notice, each carrier must provide the city with a written acknowledgment that such notice was received.

I look forward to seeing you or your representative at this meeting. In the meantime, please feel free to call me at (**505) 955-2901** if you have any questions.

Sincerely,

Jimmy Gunn
Airport Manager

Attachments (2)

c. Ben Guttery – FAA
James Fuller – FAA
Leah Marquez – Molzen Corbin
Dave Fitz – Coffman Associates

SANTA FE
REGIONAL AIRPORT

February 25, 2026

Accounts Payable
Sky West Airlines Inc
444 S River Rd, St
George, UT 84790

SUBJECT: ***Notice by Public Agency of Intent to Apply for Authority to Impose a Passenger Facility Charge (PFC) and Use PFC Revenue at Santa Fe Municipal Airport***

Dear Accounts Payable:

As provided for in Title 14 Code of Federal Regulations (CFR) Part 158.30, ***PFC Authorization at Non-Hub Airports***, the City of Santa Fe intends to file a Notice of Intent with the Federal Aviation Administration (FAA) for the authority to impose a Passenger Facility Charge (PFC) and use PFC revenues for specific future projects at Santa Fe Municipal Airport (see Attachments A and B).

As required under Section 158.23 of 14 CFR Part 158, *Passenger Facility Charges*, the City of Santa Fe is hereby providing written notice to all U.S. air carriers operating at Santa Fe Municipal Airport of its intent to impose a new PFC. 14 CFR Part 158 is the final rule by the FAA that implements Sections 9110 and 9111 of the *Aviation Safety and Capacity Expansion Act of 1990*, which was passed by the U.S. Congress in November 1990.

THE AIRPORT SYSTEM

The City of Santa Fe serves as the governing body that oversees the operation of Santa Fe Municipal Airport. The airport is designated by the FAA as a Commercial Service – Non-Hub Primary Facility intended to serve short-haul (less than 1,500 miles) air carrier markets and general aviation. The City of Santa Fe's objective is to operate the airport as a self-sufficient enterprise.

SANTA FE
REGIONAL AIRPORT

BACKGROUND

It is the policy of the City of Santa Fe to continue to improve Santa Fe Municipal Airport to meet the aviation demands of the Santa Fe area in a financially and environmentally sound manner. The existing and forecasted growth in aviation activity requires the City of Santa Fe to improve its airport facilities; therefore, the city has developed an Airport Capital Improvement Program (ACIP) that identifies facility improvements that will be required at Santa Fe Municipal Airport during the next five (5)-year period. The City of Santa Fe intends to fund a number of these airport improvements wholly or in part with revenues generated by PFCs. To the extent that PFCs will not be adequate to fund all of the proposed projects, other federal, state, and local capital funds will be applied.

AIRLINE NOTIFICATION – REQUIRED INFORMATION

The following paragraphs provide the information required under Section 158.23 of 14 CFR Part 158 for the notice to air carriers serving Santa Fe Municipal Airport.

I. NOTICE OF INTENT #1

Section 158.23 (a) (l), Description of Projects Being Considered for Funding by PFC Revenue.

A description of the projects at Santa Fe Municipal Airport being considered for funding, in whole or in part, by PFCs is provided in Attachments A and B.

Section 158.23 (a) (2), PFC Level, Proposed Charge Effective Date, Estimated Expiration Date, and Estimated Total PFC Revenue.

- PFC Level: **$3.00 per enplaned passenger**
  - As per Section 158.23, an enplaned passenger is defined as a domestic, territorial, or international revenue passenger enplaned in the United States in scheduled or nonscheduled service on aircraft in intrastate, interstate, or foreign commerce. A revenue passenger is one who possesses an air travel ticket. An air travel ticket means all documents pertaining to a passenger's complete itinerary necessary to transport a passenger by air, including passenger manifests.

- Proposed Charge Effective Date: **June 1, 2026**
- Estimated Charge Expiration Date: **January 31, 2027**
- Estimated Total PFC Revenue: **$387,383,** not including interest

Section 158.23 (a) (3), Classes of Carriers Not Required to Collect PFCs

None.

Section 158.23 (a) (4), Date and Location of Meeting to Present the Projects Listed in Attachment A.

April 7, 2026 - - 2:00 p.m.
Airport Administration Offices
Santa Fe Municipal Airport
121 Aviation Drive
Building 3002B
Santa Fe, NM 87507

Please note Section 158.23 (c) (l) stipulates that within 30 days following issuance of this notice, each carrier must provide the city with a written acknowledgment that such notice was received.

I look forward to seeing you or your representative at this meeting. In the meantime, please feel free to call me at (**505) 955-2901** if you have any questions.

Sincerely,

Jimmy Gunn
Airport Manager

Attachments (2)

c. Ben Guttery – FAA
James Fuller – FAA
Leah Marquez – Molzen Corbin
Dave Fitz – Coffman Associates

5 Year Capital Improvement Plan (CIP)

Airport Name (LOC ID), ST: Santa Fe Regional (SAF)

CIP START YEAR: 2024

$0	2021 NPE (Expires FY24)		
$1,522,425	2022 NPE (Expires FY25)	$1,481,040	2022 AIG (Expires FY25)
$1,522,425	2023 NPE (Expires FY26)	$1,364,615	2023 AIG (Expires FY26)
$1,522,425	Estimated NPE (for planning through 2028)	$1,606,601	2024 AIG (for planning through 2026)

Fed FY	Available NPE	Available AIG	Funding Source	ODO Project Component/Phase	Estimated Cost	Funding Plan NPE	Funding Plan AIG	Funding Plan Additional AIP	Funding Plan PFC	Funding Plan State	Funding Plan City	Funding Plan Total Match
2024	$4,567,275	$4,452,256	BIL	Terminal Apron Reconstruction Design	$284,611		$266,822		$8,894	$8,894		
			State	Resurface RW 2-20 at Midfield Intx	$1,700,000	$0	$0	$0		$1,700,000	$0	$1,700,000
			BIL	North Ramp Reconstruction Phase I Design	$203,962	$0	$183,566	$0	$1,275	$19,121		$19,121
	Total = $9,019,531		Other	PFC Application and Administration (PFC Funded)	$150,000	$0	$0	$0	$180,000			
			BIL	Airport Master plan (plus AGIS, plus ATCT Shadow Study)	$1,500,000	$0	$1,406,250	$0		$84,375	$9,375	$93,750
	$4,567,275	$2,595,619	Remaining Funds	**2024 Annual Subtotals:**	**$3,838,573**	**$0**	**$1,856,637**	**$0**	**$190,169**		**$9,375**	**$1,812,871**
2025	$6,089,700	$4,202,220	State	Maintenance Items	$22,222	$0	$0	$0		$20,000	$2,222	$22,222
			BIL	Terminal Apron Reconstruction Construction	$7,461,837	$6,089,700			$137,214	$1,234,923		
	Total = $10,291,920		BIL	Electrical Vault and Utility Plan Design	$262,579		$249,450			$11,816	$1,313	$13,129
	$0	$3,952,770	Remaining Funds	**2025 Annual Subtotals:**	**$7,746,638**	**$6,089,700**	**$249,450**	**$0**			**$3,535**	**$35,351**
2026	$1,522,425	$5,559,371	AIP	RW 33 RSA Grading (Re-bid)	$1,536,954		$1,460,106			$69,163	$7,685	$76,848
			AIP	Electrical Vault Rehailitation Construction	$1,000,000	$950,000				$45,000	$5,000	$50,000
	Total = $7,081,796		Local	Terminal Expansion Phase III EA	$500,000						$500,000	$500,000
			Local	East Parking Lot Exapnsion Design	$250,000						$250,000	$250,000
			Local	East Apron Reconstruction Design	$251,107						$251,107	$251,107
	$572,425	$4,099,265	Remaining Funds	**2026 Annual Subtotals:**	**$3,538,061**	**$950,000**	**$1,460,106**	**$0**			**$1,013,791**	**$1,127,954**
2027	$2,094,850	$4,099,265	AIP	East Apron Reconstruction Construction	$4,600,525	$213,727	$4,099,265			$258,780	$28,753	$287,533
			Local	Terminal Expansion Phase III Design	$2,000,000						$2,000,000	$2,000,000
	Total = $6,194,115		State	New ATCT EA & Design	$1,200,000					$1,080,000	$120,000	$1,200,000
	$1,881,123	$0	Remaining Funds	**2027 Annual Subtotals:**	**$7,800,525**	**$213,727**	**$4,099,265**	**$0**			**$2,148,753**	**$3,487,533**
2028	$3,403,548	$0	AIP	North Ramp Reconstruction Phase I Construction	$6,000,000	$3,403,548		$1,996,452	$60,000	$540,000		
			Local	Runway 15-33 Rehabilitation PER and Design	$247,328			$222,595		$22,260	$2,473	$24,733
	Total = $3,403,548											
	$0	$0	Remaining Funds	**2028 Annual Subtotals:**	**$6,247,328**	**$3,403,548**	**$0**	**$2,219,047**			**$2,473**	**$24,733**
				5 Year CIP Totals:	**$29,171,125**	**$10,656,975**	**$7,665,458**				**$3,177,927**	**$6,488,442**

SPONSOR SIGNATURE: _____ **DATE:** 02/06/2026

ATTACHMENT B

SANTA FE REGIONAL AIRPORT
PASSENGER FACILITY CHARGE (PFC)
PROJECT DESCRIPTIONS
NOTICE OF INTENT #1

I. COLLECT PFCS FOR THE FOLLOWING PROJECTS:

The City of Santa Fe intends to "impose and use" PFCs ($3.00) for the following projects at Santa Fe Regional Airport (SAF).

A. FUTURE PROJECTS (FY 2025/FY 2026/FY 2027)

1. PFC Application/Administration Costs

Project Description: The PFC administration costs include the preparation of the PFC Notice of Intent, including airline consultation, preparation of the application package, and coordination with the Federal Aviation Administration (FAA). The costs also include the administration of the PFC program during the collection period, including any subsequent amendments. **The PFC will be used to reimburse the City of Santa Fe's costs related to the preparation and administration of the PFC application.**

SAF experienced 202,405 enplanements for the latest 12 months available in 2025 ending in October. At $3.00 PFC, this equates to $601,215 in airport revenue per year. Of the $3.00 PFC, the airlines retain approximately $0.11 per enplaned passenger for processing, leaving $2.89 per enplaned passenger for the airport revenue, which equates to $579,170.45 per calendar year.

Total Projected Cost: $180,000

Total PFC Collection: $180,000 (Impose and Use, City Share)

2. Terminal Apron Reconstruction

Project Description: The existing terminal apron contains Portland cement concrete pavement, which is over 50 years old. The central portion of this apron received a Pavement Condition Index (PCI) of 56–70 in 2014, while the two other parts of the apron received PCIs of 71–85 in 2014. All parts of the apron were constructed in 1955. The low PCI scores and the age of the pavement indicate this apron in need of reconstruction. The FAA issued a Categorical Exclusion determination for this project on January 24, 2022. The FAA issued a design grant for this project in fiscal year (FY) 2022 (AIP 3-35-0037-060-2022). The FAA issued a construction grant for this project in FY 2025 (AIP 3-35-0037-0065-2024). Construction is anticipated in FY 2025.

This project is crucial to the airport and airlines. With the airport now having completed a $21 million terminal expansion and renovation project with new gates, this project is essential to continued airline operations at SAF. This apron is where commercial service aircraft will be parked and serviced.

The PFC will be used to reimburse the City of Santa Fe's local match.

Total Projected Cost, Design: $284,611

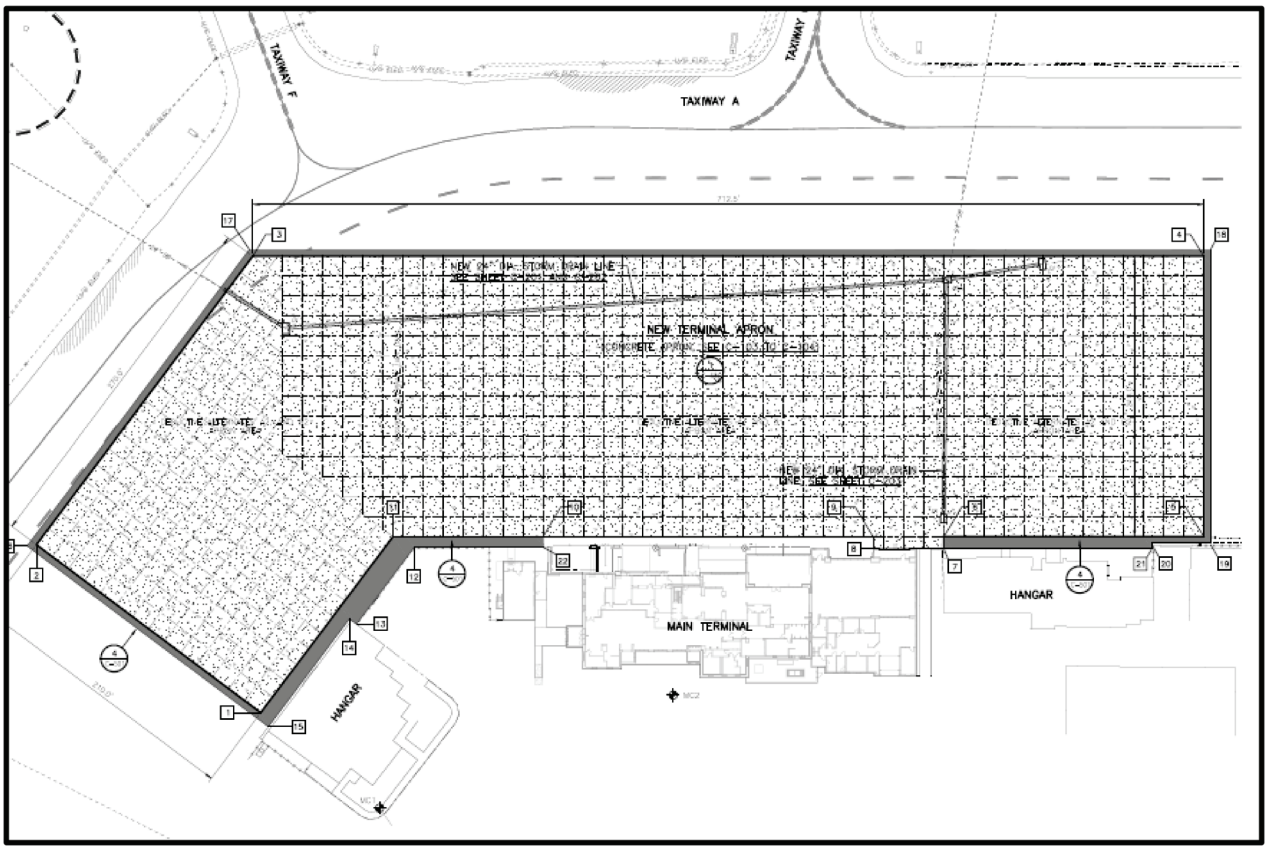
Total PFC Collection, Design: $8,894 (Impose and Use, City Share)

Total Projected Cost, Construction: $7,461,837

Total PFC Collection, Construction: $137,214 (Impose and Use, City Share)

Total Projected Cost, Design and Construction: $7,892,556

Total PFC Collection, Design and Construction: $146,108 (Impose and Use, City Share)



Terminal Apron Reconstruction Project

3. **North Aircraft Parking Ramp Reconstruction**

Project Description: The north ramp was originally constructed in 1990 and is in need of total pavement replacement due to cracking and oxidation. This project will pulverize existing pavement, compact existing subbase and base course, and repave the apron. The overall North Ramp reconstruction will be completed in three phases to maintain operational continuity. Phase I construction will consist of the southern end of the apron and has an estimated construction cost of $6.0 million. **The PFC will be used to reimburse the City of Santa Fe's local match.**

The FAA issued a Categorical Exclusion determination for this project on February 27, 2024. The FAA issued a design grant for this project in FY 2024 (AIP 3-35-0037-063-2024). Construction is anticipated in FY 2026. The FAA grant is for design only. The New Mexico Department of Transportation (NMDOT) grant, SAF-25-02, has been issued for both design and construction. The FAA construction grant will not be issued until the time of bidding.

For the purposes of this PFC application, only the design costs and the construction costs associated with Phase I of the North Ramp reconstruction are being considered. PFC revenues will be used to reimburse the City of Santa Fe's local match for the eligible design and Phase I construction costs included in this application.

This project is vital to the fixed base operators (FBOs) serving the airlines through services provided, such as fuel, A&P, and other services. This apron is also necessary to park commercial airline aircraft overnight (remain overnight/RON parking) and during other pavement maintenance activities on the primary apron.

Total Projected Cost, Design: $203,962

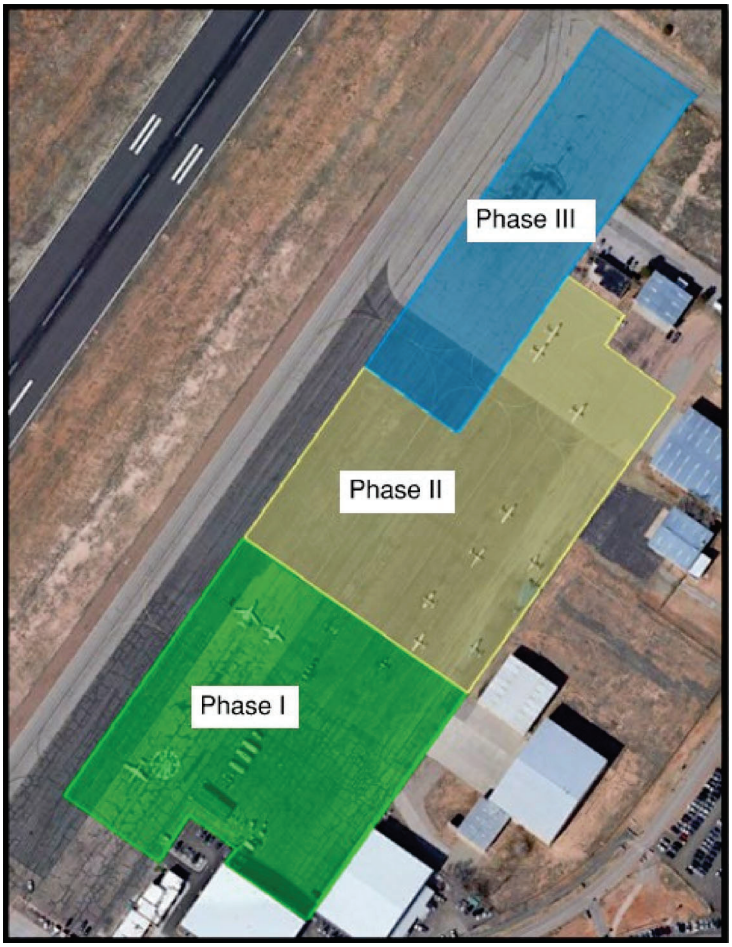
Total PFC Collection, Design: $1,275 (Impose and Use, City Share)

Total Projected Cost, Construction: $6,000,000

Total PFC Collection, Construction: $60,000 (Impose and Use, City Share)

Total Projected Cost, Design and Construction: $6,265,237

Total PFC Collection, Design and Construction: $61,275 (Impose and Use, City Share)


Phase III
Phase II
Phase I

Sierra Aviation

Santa Fe Regional Airport Passenger Facility Charge (PFC) - Air Carrier Consultation and Public Information Meeting

Meeting Attendance Record

SANTA FE
REGIONAL AIRPORT

Date: April 7, 2026 *Location:* Santa Fe Regional Airport, Airport Administration Offices

Time: 2:00 p.m. 121 Aviation Dr., Building 3002B, Santa Fe, NM 87507

Name	Representing	Address	Contact Information
1. Leah Marquez	Molzen Corbin		phone: (505) 242-5700 email:
2. Zachary Torma	Molzen Corbin		phone: (505) 242-5700 email:
3. James Harlan	Santa Fe Regional Airport		phone: 505-670-3232 email:
4. Paulette Ortiz	SF Airport		phone: 505-479-1112 email: pkortiz@santafenm.gov
5. Desiree Ring	SF Airport		phone: 505-469-5705 email: dsring@santafenm.gov
6. Jimmy Gunn	SF Airport		phone: 505-699-2403 email: jdgunn@santafenm.gov
7. Dave Fitz	Coffman Associates		phone: 816-524-3500 email:
8.			phone: email:
9.			phone: email:
10.			phone: email:
11.			phone: email:
12.			phone: email:

SANTA FE REGIONAL AIRPORT
PASSENGER FACILITY CHARGE (PFC)
NOTICE OF INTENT (NOI) #1
AIR CARRIER CONSULTATION MEETING AND PUBLIC WORKSHOP MINUTES
121 AVIATION DRIVE, SANTA FE, NEW MEXICO
Tuesday, April 7, 2026 2:00 PM

The Passenger Facility Charges, Air Carrier Consultation meeting and public workshop was called to order by Mr. David Fitz, Harris, Coffman Associates, at 2:00 p.m., on Tuesday, April 7, 2026, at the Santa Fe Regional Airport, 121 Aviation Drive, Santa Fe, New Mexico.

PRESENT
Jimmy Gunn, Santa Fe Regional Airport
James Garduno, Santa Fe Regional Airport
Paulette Ortiz, Santa Fe Regional Airport
Leah Marquez, Molzen Corbin
Zachary Toma, Molzen Corbin

ABSENT
All invited Air Carrier representatives were absent.
Members of the public

DISCUSSION AND OVERVIEW OF AGENDA ITEMS
Mr. Fitz stated that this PFC application filed by the City of Santa Fe and the Airport. It is being done by the authorization provided by Congress, Part 158 of the Federal Regulations, under the 'Non-Hub Airport' process which allows a quicker process in filing a Notice of Intent. Mr. Fitz stated that all the documentation for proposed PFC projects were on hand, available on PowerPoint presenation, and they were sent out to all the Air Carriers that have a business interest at the Santa Fe Airport via letter on February 25, 2025.. The Air Carriers were also notified in this same letterregarding the meeting, and a list of projects, as well as project descriptions, were provided to them at that time. Mr. Fitz noted that no Air Carriers are present for discussion or questions. Mr. Fitz opened the floor to any questions from the participants in attendance.

Mr. Fitz said to note Item 5, "Deadline for Written Certification of Agreement or

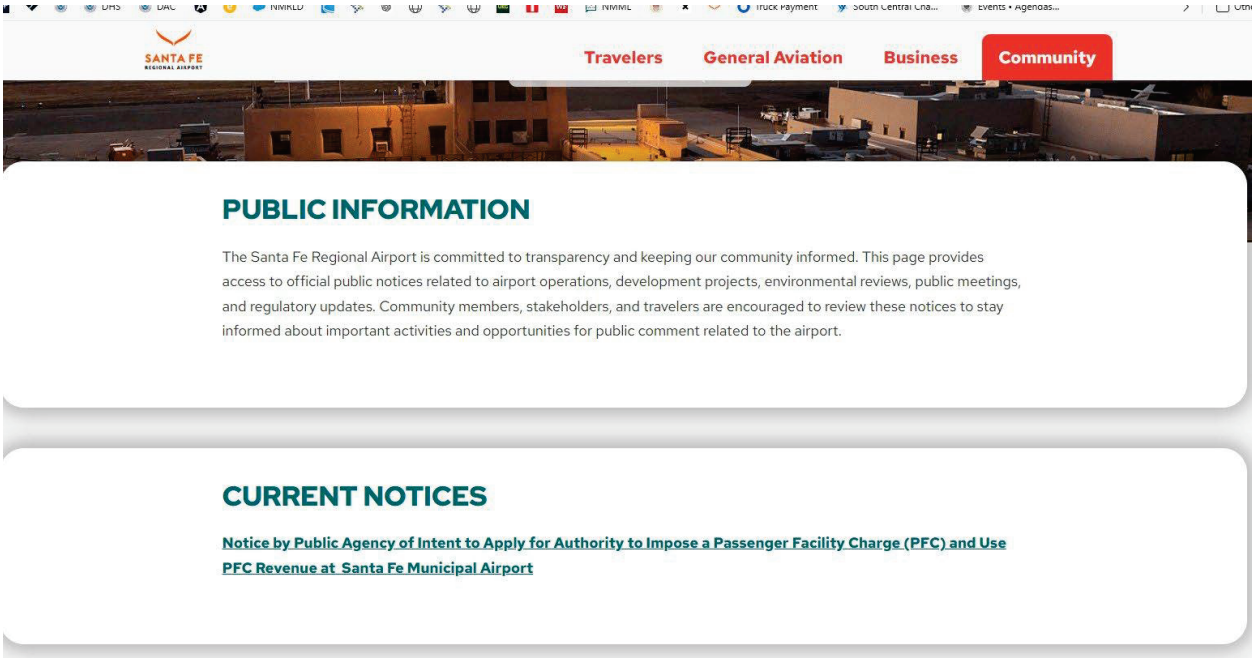
Disagreement with a Project", is due from the Air Carriers 30 days from the day of the meeting. The time frame established is per the Regulations, in which they (the Air Carriers) must respond to each project independently, and not the PFC as a whole. After that time, after comments are received, the Notice of Intent will be completed and submitted by the City to the FAA for consideration.

Mr. Gunn noted that the Airport posted the Notice of Intent on the City website. Mr. Gunn said based on the absence of the Air Carriers and members of the public, his recommendation was to adjourn the meeting.

ADJOURN

Mr. Fitz adjourned the meeting at 3:05 p.m.

The following public notice was published on the City of Santa Fe's website from February 24, 2026 until April 8, 2026.



PUBLIC NOTICE
OPPORTUNITY FOR PUBLIC COMMENT SANTA FE REGIONAL AIRPORT PASSENGER FACILITY CHARGE (PFC) NOTICE OF INTENT #1

As provided for in Title 14 Code of Federal Regulation (CFR) Part 158.30 (*PFC Authorization at Non-Hub Airports*), the City of Santa Fe intends to file a "Notice of Intent" (NOI) with the Federal Aviation Administration (FAA) for the authority to "Impose and Use" PFC revenue for specific projects at the Santa Fe Regional Airport. Public comments on the proposed "Impose and Use" NOI will be accepted by the City of Santa Fe until 5:00 PM, April 15, 2026.

Passenger Facility Charge Program

- PFC Level: $3.00 per enplaned passenger.
- Proposed Charge Effective Date: June 1, 2026
- Estimated Charge Expiration Date: January 31, 2027
- Estimated Total PFC "Impose and Use" Revenue: $387,383, not including interest.

The City of Santa Fe intends to use the PFC revenue for the following projects at the Santa Fe Regional Airport.

1. **PFC Application/Administration Costs**

Project Description: The PFC administration costs include the preparation of the PFC Notice of Intent, including airline consultation, preparation of the application package, and coordination with the Federal Aviation Administration (FAA). The costs also include the administration of the PFC program during the collection period, including any subsequent amendments. **The PFC will be used to reimburse the City of Santa Fe's costs related to the preparation and administration of the PFC application.**

SAF experienced 202,405 enplanements for the latest 12 months available in 2025 ending in October. At $3.00 PFC, this equates to $601,215 in airport revenue per year. Of the $3.00 PFC, the airlines retain approximately $0.11 per enplaned passenger for processing, leaving $2.89 per enplaned passenger for the airport revenue, which equates to $579,170.45 per calendar year.

Total Projected Cost: $180,000

Total PFC Collection: $180,000 (Impose and Use, City Share)

2. Terminal Apron Reconstruction

Project Description: The existing terminal apron contains Portland cement concrete pavement, which is over 50 years old. The central portion of this apron received a Pavement Condition Index (PCI) of 56–70 in 2014, while the two other parts of the apron received PCIs of 71–85 in 2014. All parts of the apron were constructed in 1955. The low PCI scores and the age of the pavement indicate this apron in need of reconstruction. The FAA issued a Categorical Exclusion determination for this project on January 24, 2022. The FAA issued a design grant for this project in fiscal year (FY) 2022 (AIP 3-35-0037-060-2022). The FAA issued a construction grant for this project in FY 2025 (AIP 3-35-0037-0065-2024). Construction is anticipated in FY 2025.

This project is crucial to the airport and airlines. With the airport now having completed a $21 million terminal expansion and renovation project with new gates, this project is essential to continued airline operations at SAF. This apron is where commercial service aircraft will be parked and serviced.

The PFC will be used to reimburse the City of Santa Fe's local match.

Total Projected Cost, Design: $284,611

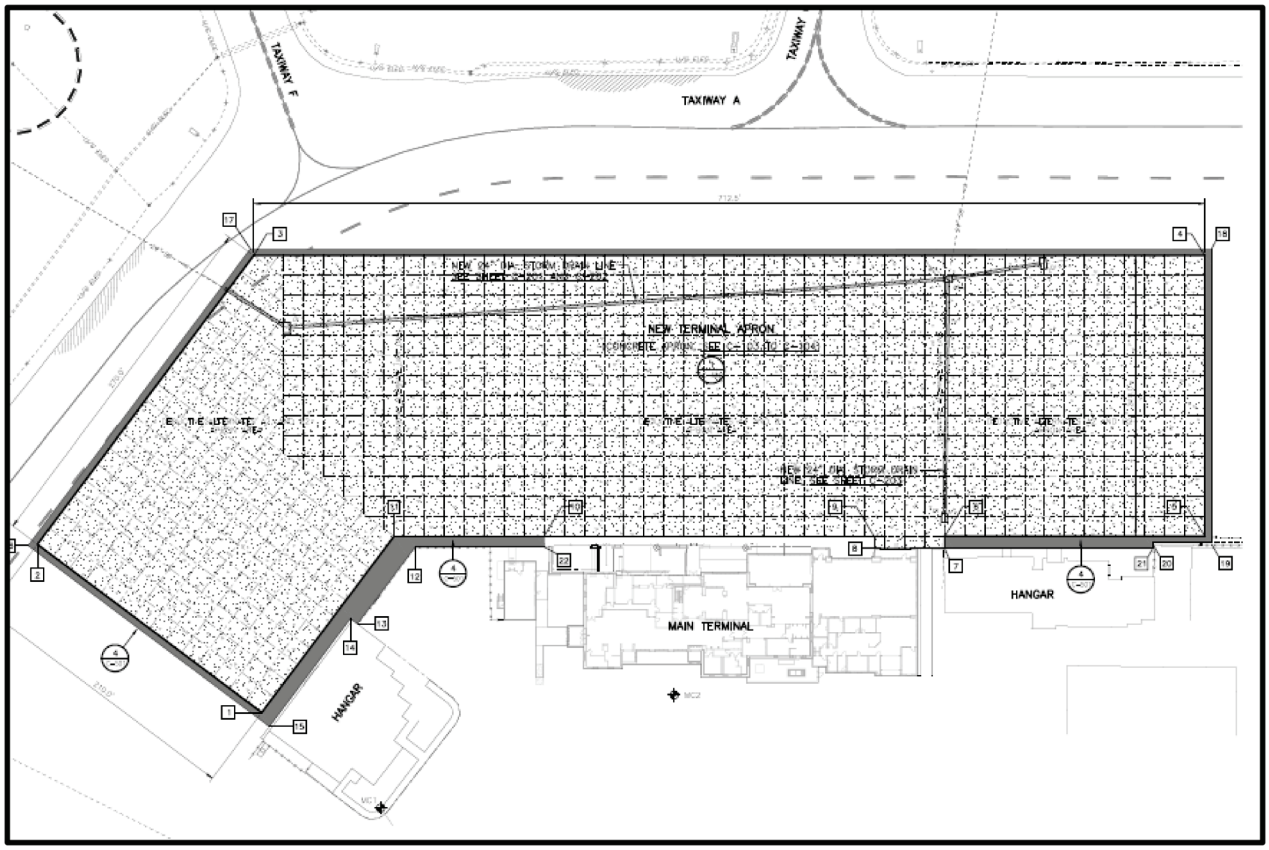
Total PFC Collection, Design: $8,894 (Impose and Use, City Share)

Total Projected Cost, Construction: $7,461,837

Total PFC Collection, Construction: $137,214 (Impose and Use, City Share)

Total Projected Cost, Design and Construction: $7,892,556

Total PFC Collection, Design and Construction: $146,108 (Impose and Use, City Share)



Terminal Apron Reconstruction Project

3. **North Aircraft Parking Ramp Reconstruction**

Project Description: The north ramp was originally constructed in 1990 and is in need of total pavement replacement due to cracking and oxidation. This project will pulverize existing pavement, compact existing subbase and base course, and repave the apron. The overall North Ramp reconstruction will be completed in three phases to maintain operational continuity. Phase I construction will consist of the southern end of the apron and has an estimated construction cost of $6.0 million. **The PFC will be used to reimburse the City of Santa Fe's local match.**

The FAA issued a Categorical Exclusion determination for this project on February 27, 2024. The FAA issued a design grant for this project in FY 2024 (AIP 3-35-0037-063-2024). Construction is anticipated in FY 2026. The FAA grant is for design only. The New Mexico Department of Transportation (NMDOT) grant, SAF-25-02, has been issued for both design and construction. The FAA construction grant will not be issued until the time of bidding.

For the purposes of this PFC application, only the design costs and the construction costs associated with Phase I of the North Ramp reconstruction are being considered. PFC revenues will be used to reimburse the City of Santa Fe's local match for the eligible design and Phase I construction costs included in this application.

This project is vital to the fixed base operators (FBOs) serving the airlines through services provided, such as fuel, A&P, and other services. This apron is also necessary to park commercial airline aircraft overnight (remain overnight/RON parking) and during other pavement maintenance activities on the primary apron.

Total Projected Cost, Design: $203,962

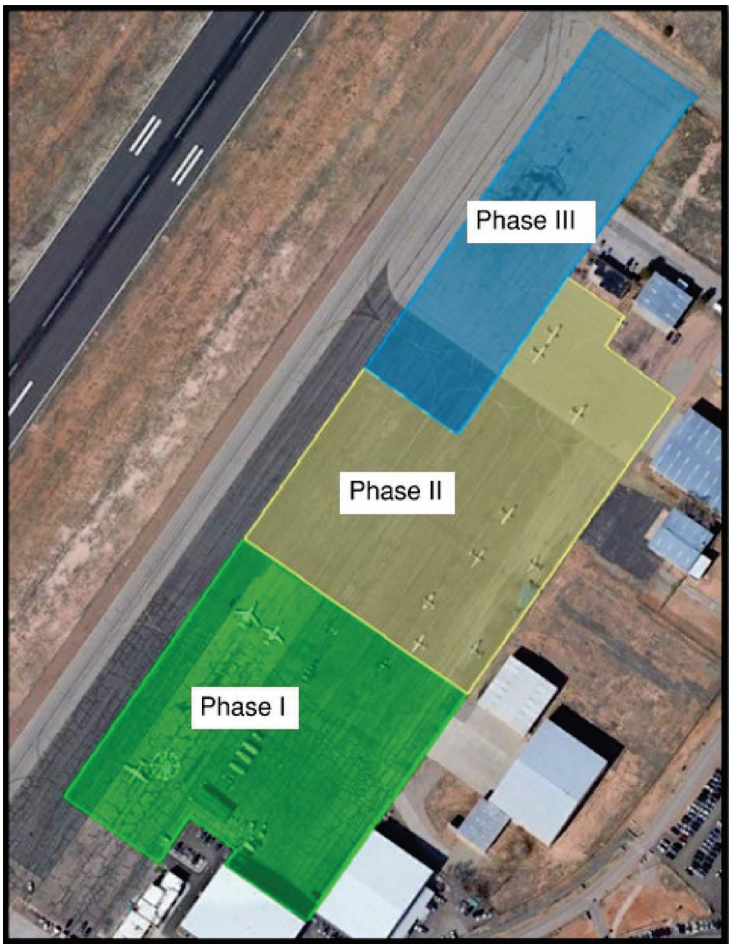
Total PFC Collection, Design: $1,275 (Impose and Use, City Share)

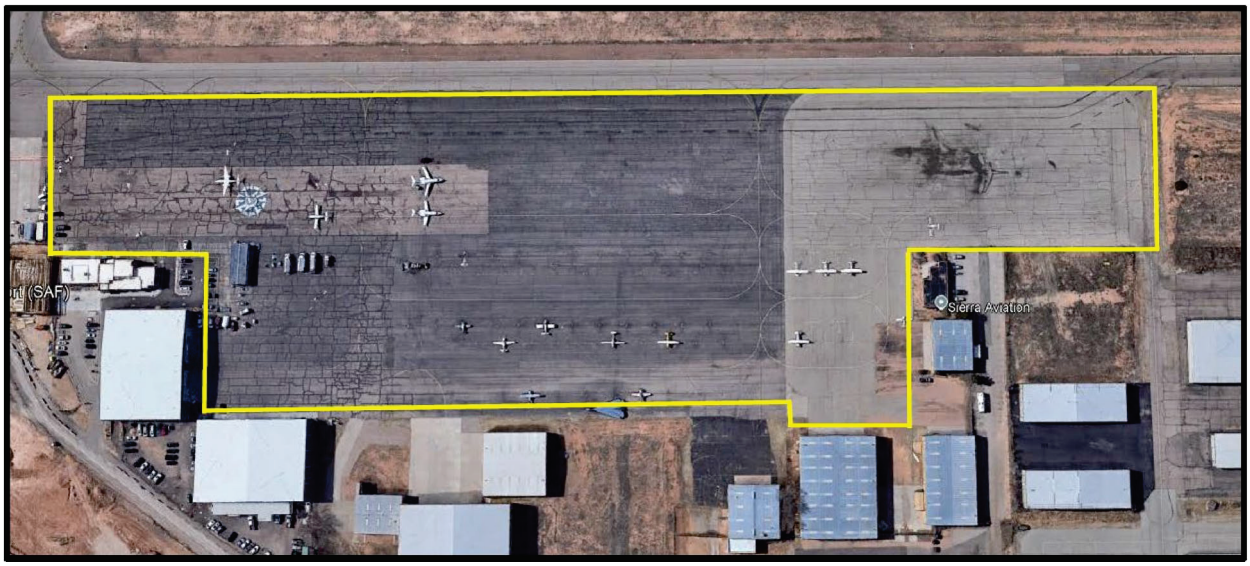
Total Projected Cost, Construction: $6,000,000

Total PFC Collection, Construction: $60,000 (Impose and Use, City Share)

Total Projected Cost, Design and Construction: $6,265,237

Total PFC Collection, Design and Construction: $61,275 (Impose and Use, City Share)


Phase III
Phase II
Phase I


(SAF)
Sierra Aviation

If you would like more detailed information on the proposed PFC NOI #1, please contact Mr. Jimmy Gunn, Airport Manager, at 505-955-2901. Comments on the proposed PFC NOI should be submitted to:

Mr. Jimmy Gunn
Airport Manager
Santa Fe Regional Airport
121 Aviation Drive
Building 3002B
Santa Fe, NM 87507
505-955-2901

SANTA FE
REGIONAL AIRPORT

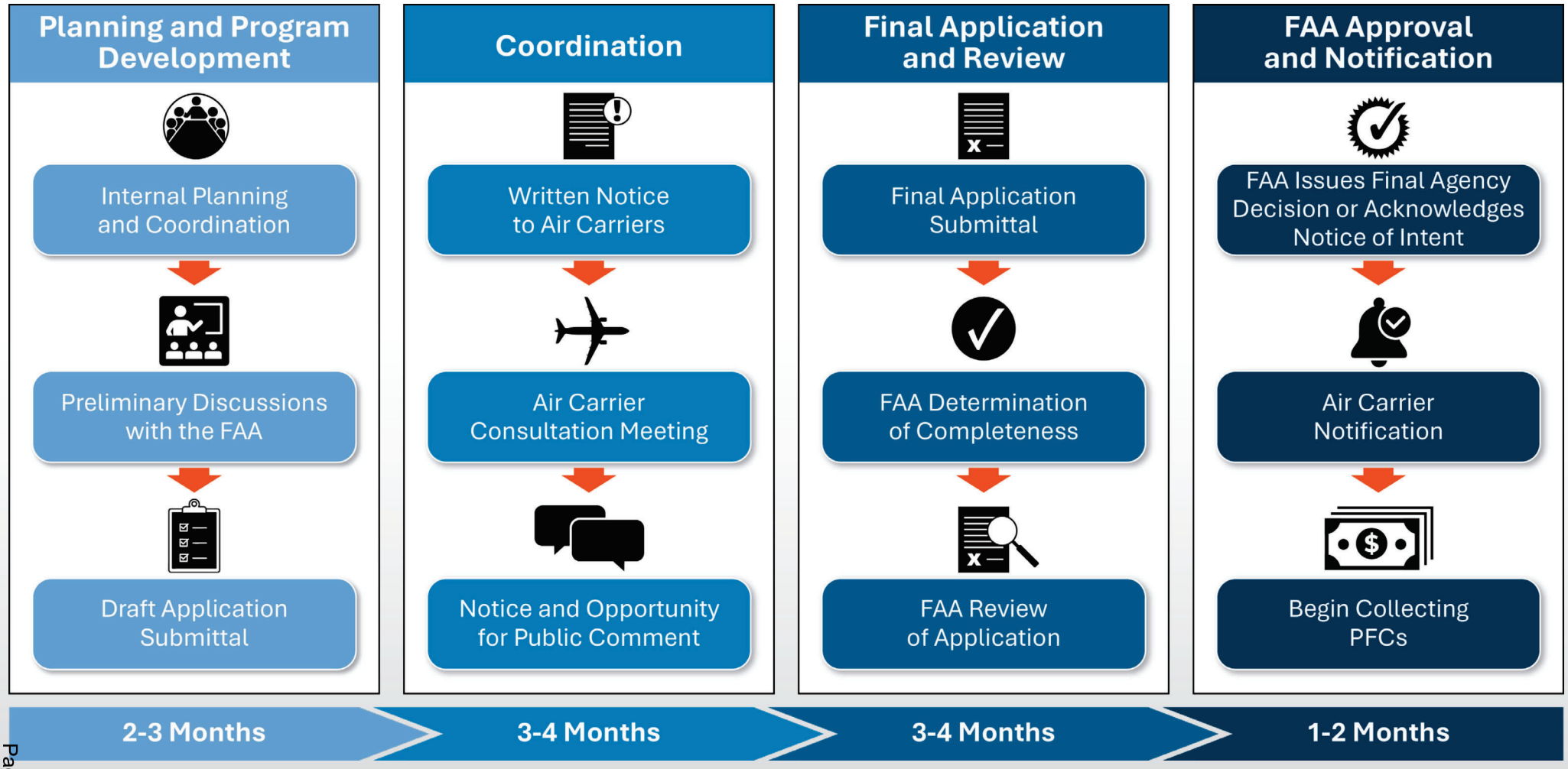
NOTICE OF INTENT
TO
IMPOSE A PFC CHARGE
AND
USE PFC REVENUES
AT
SANTA FE REGIONAL AIRPORT

As Authorized under
Passenger Facility Charge (PFC) Authorization at Non-Hub Airports
(§158.30)

April 7, 2026

SANTA FE
REGIONAL AIRPORT

Passenger Facility Charge Application Process Overview



SANTA FE
REGIONAL AIRPORT

5 Year Capital Improvement Plan (CIP)

Airport Name (LOC ID), ST: Santa Fe Regional (SAF)

CIP START YEAR: 2024

$0 2021 NPE (Expires FY24)
$1,522,425 2022 NPE (Expires FY25)
$1,522,425 2023 NPE (Expires FY26)
$1,522,425 Estimated NPE (for planning through 2028)

$1,481,040 2022 AIG (Expires FY25)
$1,364,615 2023 AIG (Expires FY26)
$1,606,601 2024 AIG (for planning through 2026)

Fed FY	Available NPE	Available AIG	Funding Source	ODO Project Component/Phase	Estimated Cost	Funding Plan NPE	AIG	Additional AIP	PFC	State	City	Total Match
2024	$4,567,275	$4,452,256	BIL	Terminal Apron Reconstruction Design	$284,611		$266,822		$8,894	$8,894		
			State	Resurface RW 2-20 at Midfield Intx	$1,700,000	$0	$0	$0		$1,700,000	$0	$1,700,000
			BIL	North Ramp Reconstruction Phase I Design	$203,962	$0	$183,566	$0	$1,275	$19,121		$19,121
	Total = $9,019,531		Other	PFC Application and Administration (PFC Funded)	$150,000	$0	$0	$0	$180,000			
			BIL	Airport Master plan (plus AGIS, plus ATCT Shadow Study)	$1,500,000	$0	$1,406,250	$0		$84,375	$9,375	$93,750
	$4,567,275	$2,595,619	Remaining Funds	**2024 Annual Subtotals:**	**$3,838,573**	**$0**	**$1,856,637**	**$0**	**$190,169**		**$9,375**	**$1,812,871**
2025	$6,089,700	$4,202,220	State	Maintenance Items	$22,222	$0	$0	$0		$20,000	$2,222	$22,222
			BIL	Terminal Apron Reconstruction Construction	$7,461,837	$6,089,700			$137,214	$1,234,923		
	Total = $10,291,920		BIL	Electrical Vault and Utility Plan Design	$262,579		$249,450			$11,816	$1,313	$13,129
	$0	$3,952,770	Remaining Funds	**2025 Annual Subtotals:**	**$7,746,638**	**$6,089,700**	**$249,450**	**$0**			**$3,535**	**$35,351**
2026	$1,522,425	$5,559,371	AIP	RW 33 RSA Grading (Re-bid)	$1,536,954		$1,460,106			$69,163	$7,685	$76,848
			AIP	Electrical Vault Rehabilitation Construction	$1,000,000	$950,000				$45,000	$5,000	$50,000
			Local	Terminal Expansion Phase III EA	$500,000						$500,000	$500,000
	Total = $7,081,796		Local	East Parking Lot Exapnsion Design	$250,000						$250,000	$250,000
			Local	East Apron Reconstruction Design	$251,107						$251,107	$251,107
	$572,425	$4,099,265	Remaining Funds	**2026 Annual Subtotals:**	**$3,538,061**	**$950,000**	**$1,460,106**	**$0**			**$1,013,791**	**$1,127,954**
2027	$2,094,850	$4,099,265	AIP	East Apron Reconstruction Construction	$4,600,525	$213,727	$4,099,265			$258,780	$28,753	$287,533
			Local	Terminal Expansion Phase III Design	$2,000,000						$2,000,000	$2,000,000
			State	New ATCT EA & Design	$1,200,000					$1,080,000	$120,000	$1,200,000
	Total = $6,194,115											
	$1,881,123	$0	Remaining Funds	**2027 Annual Subtotals:**	**$7,800,525**	**$213,727**	**$4,099,265**	**$0**			**$2,148,753**	**$3,487,533**
2028	$3,403,548	$0	AIP	North Ramp Reconstruction Phase I Construction	$6,000,000	$3,403,548		$1,996,452	$60,000	$540,000		
			Local	Runway 15-33 Rehabilitation PER and Design	$247,328			$222,595		$22,260	$2,473	$24,733
	Total = $3,403,548											
	$0	$0	Remaining Funds	**2028 Annual Subtotals:**	**$6,247,328**	**$3,403,548**	**$0**	**$2,219,047**			**$2,473**	**$24,733**
				5 Year CIP Totals:	**$29,171,125**	**$10,656,975**	**$7,665,458**				**$3,177,927**	**$6,488,442**

SPONSOR SIGNATURE: _____ **DATE:** 02/06/2026

1. PFC Application/Administration Costs

Total Projected Cost: $180,000

Total PFC Collection: $180,000 (Impose and Use, City Share)

SANTA FE
REGIONAL AIRPORT

2. Terminal Apron Reconstruction

The PFC will be used to reimburse the city's local match.

Total Projected Cost, Design: $284,611

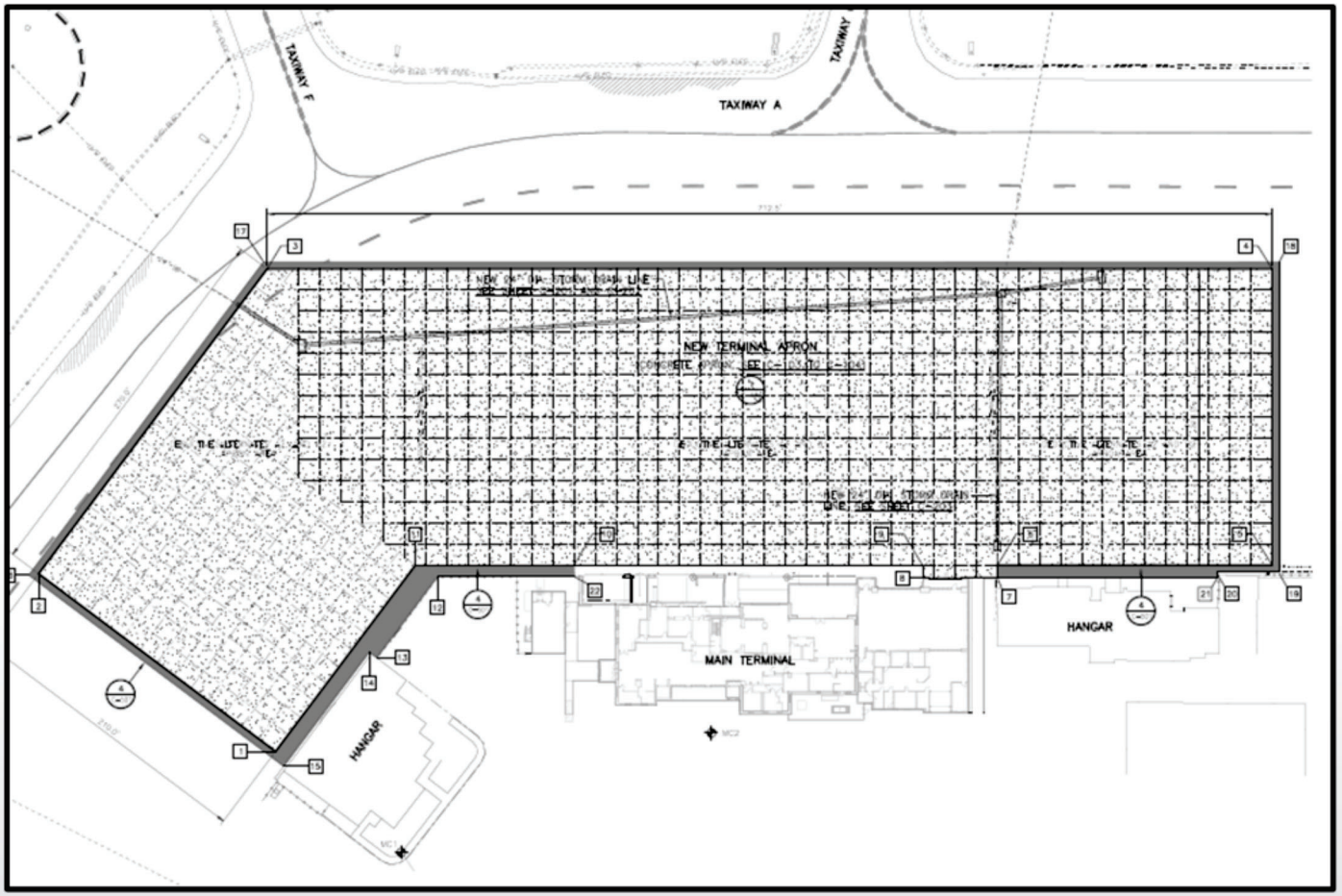
Total PFC Collection, Design: $8,894 (Impose and Use, City Share)

Total Projected Cost, Construction: $7,461,837

Total PFC Collection, Construction: $137,214 (Impose and Use, City Share)

Total Projected Cost, Design and Construction: $7,892,556

Total PFC Collection, Design and Construction: $146,108 (Impose and Use, City Share)


TAXIWAY F
TAXIWAY
TAXIWAY A
NEW TERMINAL APRON
HANGAR
MAIN TERMINAL
HANGAR

3. North Aircraft Parking Ramp Reconstruction (Phase I)

Total Projected Cost, Design: $203,962

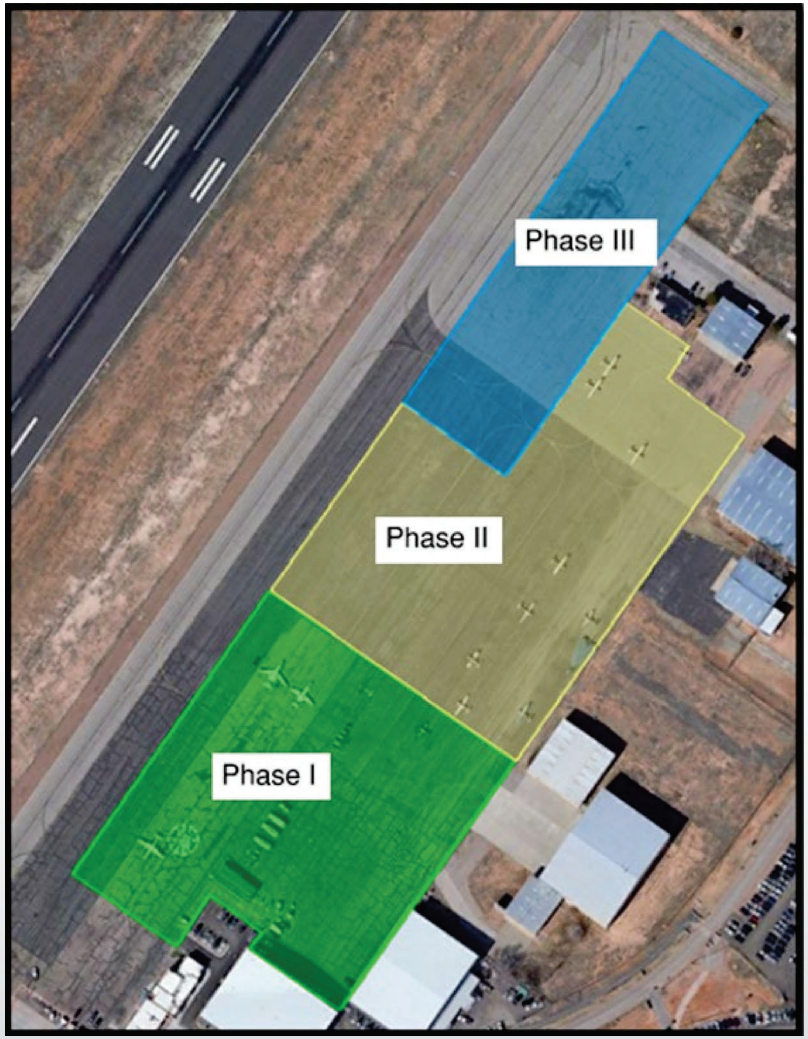
Total PFC Collection, Design: $1,275 (Impose and Use, City Share)

Total Projected Cost, Construction: $6,000,000

Total PFC Collection, Construction: $60,000 (Impose and Use, City Share)

Total Projected Cost, Design and Construction: $6,265,237

Total PFC Collection, Design and Construction: $61,275 (Impose and Use, City Share)


Phase III
Phase II
Phase I

SANTA FE
REGIONAL AIRPORT

Questions?

ATTACHMENT G
ALP/AIRSPACE ENVIRONMENTAL

Paperwork Reduction Act Statement
A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0557. Public reporting for this collection of information is estimated to be approximately 25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. All responses to this collection of information are required to obtain FAA approval of authority to collect PFC revenue (49 U.S.C. 40117(h)). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

FORM 5500-1, ATTACHMENT G
AIRPORT LAYOUT PLAN (ALP), AIRSPACE, AND ENVIRONMENTAL FINDINGS

ALL PROJECTS FOR WHICH IMPOSE AND USE OR USE AUTHORITY IS REQUESTED IN THE APPLICATION MUST BE LISTED UNDER EACH TYPE OF FINDING BELOW.

*****FOR FAA USE**********
PFC Application Number:
****

I. ALP Findings

1. Current ALP approval date: **December 10, 2018**
   List proposed project(s) shown on this ALP:
   Terminal Apron Reconstruction (Construction)
   North Aircraft Parking Ramp Phase I Reconstruction (Construction)
2. List proposed project(s) not required to be shown on an ALP:
   PFC Application and Administrative Costs
   Terminal Apron Reconstruction (Design)
   North Aircraft Parking Ramp Phase I Reconstruction (Design)

*****FOR FAA USE**********
Public agency information confirmed? YES [ ] PARTIALLY [ ] NO [ ]
For each project which the ADO/RO disagrees with the public agency's finding, discuss the reason(s) for the FAA's nonconcurrance below.
****

II. Airspace Findings

1. FAA Airspace finding date: _____ (repeat as necessary)
   List proposed project(s) covered by this finding:

2. List proposed project(s) not required to have an airspace determination
   PFC Application and Administrative Costs
   Terminal Apron Reconstruction (Design and Construction)
   North Aircraft Parking Ramp Phase I Reconstruction (Design and Construction)

*****FOR FAA USE**********
Public agency information confirmed? YES [ ] PARTIALLY [ ] NO [ ]
For each project which the ADO/RO disagrees with the public agency's finding, discuss the reason(s) for the FAA's nonconcurrance below.
****

III. Environmental Findings

1. List proposed project(s) which are categorically excluded from the requirement for formal environmental review:
   Terminal Apron Reconstruction (Design and Construction)
   North Aircraft Parking Ramp Phase I Reconstruction (Design and Construction)

2. Date of FAA Finding of No Significant Impact: _____
   (repeat as necessary)
   List proposed project(s) covered by this finding:

3. Date of FAA environmental record of decision: _____
   (repeat as necessary)
   List proposed project(s) covered by this finding:

*****FOR FAA USE**********
Public agency information confirmed? YES [ ] PARTIALLY [ ] NO [ ]
For each project which the ADO/RO disagrees with the public agency's finding, discuss the reason(s) for the FAA's nonconcurrance below.
****

Application Reviewed by:

Name	Routing Symbol	Date

ATTACHMENT H

Notice of Intent Project Information

FORM 5500-1, ATTACHMENT H

Fill in all shaded areas, and break projects into major components.

Public Agency:	City of Santa Fe
Location:	Santa Fe, New Mexico
Impose Airport	Santa Fe Regional Airport
Use Airport(s):	Santa Fe Regional Airport

Prj No.	Project Title	PFC Level	PFC Revenue Requested				AIP Funds	Grant No.	Other Revenue	Total Project Cost	Project Type	PFC Objective
			Pay-as-you-go	Bond Capital	Financing	Total PFC						
1	PFC Application/Administration Costs	$3.00	$ 180,000	$ -	$ -	$ 180,000	$0	N/A	$0	$180,000	Concurrent	Preserve Safety
2	Terminal Apron Reconstruction	$3.00	$ 146,108	$	$	$ 146,108	$7,600,340	60/65	$146,108	$7,892,556	Concurrent	Preserve Safety
3	North Aircraft Parking Ramp Reconstruction	$3.00	$ 61,275			$ 61,275	$6,142,687	63/TBD	$61,275	$6,265,237	Concurrent	Preserve Safety
4						$ -				$0		
5						$ -				$0		
6						$ -				$0		
7						$ -				$0		
8						$ -				$0		
9						$ -				$0		
10						$ -				$0		
11						$ -				$0		
12						$ -				$0		
13						$ -				$0		
14						$ -				$0		
15						$ -				$0		
16						$ -				$0		
17						$ -				$0		
18						$ -				$0		
19						$ -				$0		
20						$ -				$0		
	Notice Total:		$387,383	$0	$0	$ 387,383						

Proposed Excluded Class(es) of Carrier:

FORM 5500-1, ATTACHMENT H

 Fill in all shaded areas

Public Agency: City of Santa Fe
Location: Santa Fe, New Mexico

				Physical Dates		Terminal Information					
						Pre-PFC Action			Post-PFC Action		
Prj No.	Project Title	Public Agency No.	Detailed Project Description	Project Start	Project End	Tkt Cntr	Gates	Bag Fac.	Tkt Cntr	Gates	Bag Fac.
1	PFC Application/Administration Costs		The passenger facility charge (PFC) administration costs include the preparation of the PFC Notice of Intent, including airline consultation, preparation of the application package, and coordination with the Federal Aviation Administration (FAA). The costs also include the administration of the PFC program during the collection period, including any subsequent amendments. The PFC will be used to reimburse the city's costs related to the preparation and administration of the PFC Application. June 1, 2026, is the estimated start for PFC collects . This gives the FAA time to review and accept the application and approve the collection of PFC money. SAF experienced 202,405 enplanements for the latest 12 months available in 2025 (ending in October). At a $3.00 PFC, this equates to $601,215 in airport revenue per year. Of the $3.00 PFC, the airlines retain approximately $0.11 per enplaned passenger for processing, leaving $2.89 per enplaned passenger for the airport revenue, which equates to $579,170.45 per calendar year.	10/15/2025	4/30/2026						
2	Terminal Apron Reconstruction		The existing terminal apron contains Portland cement concrete pavement that is over 50 years old. The central portion of this apron received a Pavement Condition Index (PCI) of 56-70 in 2014, while the two other parts of the apron received PCIs of 71-85 in 2014; all were constructed in 1955. These scores and the age of the pavement firmly place this apron in need of reconstruction. The FAA issued a categorical exclusion determination for this project on January 24, 2022. The FAA issued a design grant for this project in FY 2022 (AIP 3-35-0037-060-2022). The FAA issued a construction grant for this project in FY 2025 (AIP3-35-0037-0065-2024). Construction is anticipated in FY 2025. This project is crucial to the airport and airlines. Following the completion of a $21 million terminal expansion and renovation project with new gates, this project is essential to continued airline operations at SAF. This apron is where commercial service aircraft will be parked and serviced.	FY 2025							
3	North Aircraft Parking Ramp Reconstruction		The north ramp was originally constructed in 1990 and is in need of total pavement replacement due to cracking and oxidation. This project will pulverize existing pavement, compact existing subbase and base course, and repave the apron. The overall north ramp reconstruction will be completed in three phases to maintain operational continuity. Phase I construction will consist of the southern end of the apron and has an estimated construction cost of $6.0 million. The PFC will be used to reimburse the city's local match. The FAA issued a categorical exclusion determination for this project on February 27, 2024. The FAA issued a design grant for this project in FY 2024 (AIP 3-35-0037-063-2024). Construction is anticipated in FY 2026. The FAA grant is for design only. The NMDOT grant, SAF-25-02, has been issued for both design and construction. The FAA construction grant will not be issued until the time of bidding. For the purposes of this PFC application, only the design costs and the construction costs associated with Phase I of the north ramp reconstruction are being considered. PFC revenues will be used to reimburse the city's local match for the eligible design and Phase I construction costs included in this application. This project is vital to the fixed base operators (FBOs) serving the airlines through services provided, such as fuel, A&P, and other services. This apron is also necessary to park commercial airline aircraft for RON (remain overnight) parking and during other pavement maintenance activities on the primary apron.	FY 2026							
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
20											

Submit this worksheet with FAA Form 5500.1
If you have any questions about this worksheet, please contact your local Airports District Office

FORM 5500-1, ATTACHMENT H

Page 3: Fill in all shaded areas

Public Agency: City of Santa Fe
Location: Santa Fe, New Mexico

Prj No.	Project Title	Any Disagree	Describe Disagreement and Source	Public Agency Reason For Proceeding
1	PFC Application/Administration Costs			
2	Terminal Apron Reconstruction			
3	North Aircraft Parking Ramp Reconstruction			
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
20				

Submit this worksheet with FAA Form 5500.1
If you have any questions about this worksheet, please contact your local Airports District Office

FORM 5500-1, ATTACHMENT H

Page 4: Fill in shaded area

Public Agency: City of Santa Fe
Location: Santa Fe, New Mexico

Prj No.	Project Title	Project Justification	NEPA Finding	Finding Date	Airspace Finding	Finding Date	Case Number	ALP Finding	Finding Date
1	PFC Application/Administration Costs	The PFC administration costs include the preparation of the PFC Notice of Intent, including airline consultation, preparation of the application package, and coordination with the FAA. The costs also include the administration of the PFC program during the collection period including any subsequent amendments. The PFC will be used to reimburse the City's costs related to the preparation of the PFC Application and administration of the PFC program.	None						
2	Terminal Apron Reconstruction	The existing terminal apron contains Portland cement concrete pavement that is over 50 years old. The central portion of this apron received a Pavement Condition Index (PCI) of 56-70 in 2014, while the two other parts of the apron received PCIs of 71-85 in 2014; all were constructed in 1955. These scores and the age of the pavement firmly place this apron in need of reconstruction. The FAA issued a categorical exclusion determination for this project on January 24, 2022.	Cat-X	1/24/2022					
3	North Aircraft Parking Ramp Reconstruction	The north ramp was originally constructed in 1990 and is in need of total pavement replacement due to cracking and oxidation. This project will pulverize existing pavement, compact existing subbase and base course, and repave the apron. The overall north ramp reconstruction will be completed in three phases to maintain operational continuity. Phase I construction will consist of the southern end of the apron. The FAA issued a categorical exclusion determination for this project on February 27, 2024.	Cat-X	2/27/2024					
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
20									

Submit this worksheet with FAA Form 5500.1
If you have any questions about this worksheet, please contact your local Airports District Office

Regular Meeting of the Airport Advisory Board

May 21, 2026 at 4:00 PM

Santa Fe Regional Airport Administrative Building

121 Aviation Drive, Santa Fe MINUTES

1.Call to Order

Meeting was called to order at 4:05 p.m.

2. Roll Call

MEMBERS PRESENT

Jyl DeHaven

John Florez

Randal Limbacher

Rosemary Thompson

Lutz Arnold

Councilor Lee Garcia

Len Rand

3.Approval of Agenda

a. Approval of 5/21/2026 Airport Advisory Board Agenda.

MOTION A motion was made by Rosemary, seconded by Randall, to Approve.

VOTE The motion Passed on a voice vote.

4. Approval of Minutes

a. Approval of Minutes from 5/14/2026 Airport Advisory Board Meeting.

MOTION A motion was made by Rosemary to Amend minutes to include 599 meeting at Tierra Contenta, seconded by Len Rand, to Approve.

VOTE The motion Passed on a voice vote.

5. Communications From the Public

1. Mario from signature raised concerns regarding the mail not being delivered due to boxes getting fixed by the city. Jimmy expressed the airport is fixing it and Joanie is actively going to the post office to get mail.

6. Presentations

7.Old Business

8. New Business

a. Airport Updates (Jimmy Gunn, Interim Airport Director/Airport Security Manager, jdgunn@santafenm.gov)

b. LAX Flight- Jimmy discussed the airport receiving a $1,000,000 grant. The City entered in a contract with American to start the direct LAX flight. The contract was for $1,800,000 the money for the grant has already run out and will be discontinuing the flight.

C. New Passenger Facility Charge- Jimmy discussed in July we will be charging a three-dollar charge on all commercial flights. This will help with the capital projects outlined in the application as well as for administration duties for reconciliation of the charges. Consent for the board was made.

MOTION by Randall Limbacher, seconded by Len Rand

VOTE The motion was passed on a voice note

Request by Councilor Garcia for roll call

Jyle DeHaven, John Florez, Randal Limbacher, Rosemary Thompson, Lutz Arnold, Councilor Lee Garcia, Len Rand, all present.

9.Matters from Staff

10.Matters from the Committee

1. Rosemary expressed how well of a job interim Jimmy Gunn has been doing at running the airport and requested everyone's support with securing the airport director position. Requested a show of hands (employees and board members) in the room supporting Jimmy Gunn.

11.Matters from the Chair

Councilor Lee Garcia discussed the following topics:

1.Expressed council members don’t get involved in the picking of certain positions. Also expressed that Jimmy has been doing a good job at managing the airport.

12.Next Meeting: June 18th, 2026.

13. Adjourn

Meeting was adjourned at 4:45 p.m.

Paulette Ortiz_____

Liaison

_____

Chair

CITY OF SANTA FE

The Purchasing Memo

Date: May 7, 2026

To: Governing Body and Finance Committee

From: Denise Gabaldon, Contracts Supervisor, Finance R. Denise Gabaldon

Via: Travis Dutton-Leyda, Chief Procurement Officer, Finance
Andrea Phillips, Interim Finance Director ANDREA PHILLIPS (May 22, 2026 15:05:06 MDT)

Subject: Amendment 4 to Condor- New Age Logistics, LLC Security Guard Contract

Vendor Name: Condor- New Age Logistics, LLC

Munis Vendor Number: 10097

ITEM AND ISSUE:

Finance respectfully requests your review and approval of Amendment No. 4 to contract 3260040 with Condor- New Age Logistics, LLC for Security Guard Services. Amendment No. 4 increases the amount of compensation by $2,200,000 for a total compensation not to exceed $12,100,000 and extends the term for two years for an expiration date of June 30, 2028.

CONTRACT NUMBER:

The Munis contract number is 3260040

BACKGROUND AND SUMMARY:

In accordance with RFP for Citywide, On-Call Security Guard Services (RFP # 22/17/P) issued February 17, 2022, two contracts are now entered with 2 companies: 1. Condor New Age Logistics, LLC, 2. Aarrowhead Security dba Vet-Sec Protection Agency.

The City requires security at many facilities including, but not limited to: City Hall, Water Division, Parks, Libraries, Municipal Court, the Railyard, Genoveva Chavez Community Center, Santa Fe Trails, and parking garages.

This amendment will correct an incorrect amount listed on the contract, as well as include retro-approval of an omitted price sheet. After amendment 3, the total amount of the contract was listed as $8,800,000 when it should have been $9,900,000. Amendment 4 will extend the term of Condor- New Age Logistics, LLC's agreement from June 30, 2026 to June 30, 2028 and insert a new rate sheet with a 3% increase in guard wages as allowed in the contract. The compensation will also increase by $2,200,000 as security guard needs have increased in the recent past.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** 05/19/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

This contract was procured through RFP # 22/17/P.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 05/22/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

Vehicles included? ☐ **Yes** | ☒ **No**

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

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

ATTACHMENTS:

Original contract packet (with previous contract amendments)

CITY OF SANTA FE

AMENDMENT No. 4 TO

Contract # 3260040

Original City Clerk Item Number: 22-0301

Citywide, On-Call Security Guard Services RFP 22-17-P

This AMENDMENT No. 4 amends the CITY OF SANTA FE CONTRACT, dated July 5, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Condor- New Age Logistics, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. RECITALS

A. Under the terms of the Contract, Contractor has agreed to provide the City with Security Guard Services.

B. Pursuant to the Amendment Article of the original Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

2. COMPENSATION

Article 3, Amendment 3 had the total contract amount incorrectly listed as Eight-Million, Eight-Hundred Thousand dollars ($8,800,000). Per Amendment 3, Four-Million, Four-hundred Thousand ($4,400,000) was added to Five-Million, Five-Hundred Thousand ($5,500,000) and would have had a contract total of Nine-Million, Nine-Hundred Thousand dollars ($9,900,000). Amendment 4, paragraph A of the Contract is amended to increase the amount of compensation by a total of Two Million, two-hundred thousand dollars ($2,200,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Twelve Million, One-Hundred dollars ($12,100,000), including applicable gross receipts taxes. Payment shall be made for the services actually rendered at a rate identified in Exhibit B - Unit Rate Schedule, as per retro-approved price schedule.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract Item
2. Current Price Item

3. Proposed New Price
4. Percentage of Increase
5. Reason for Increase

3. TERM

Article 5 of the Contract is hereby deleted in its entirety and substituted the following Article 5 in its place:

This Agreement shall not become effective until approved in writing by the City. This Agreement shall being on the date approved by the City, and end on June 29, 2028.

4. NOTIFICATION

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:	**Finance Admin**	**To the Contractor:**
Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Purchasing Division 200 Lincoln Avenue Santa Fe, NM 87501 purchasing@santafenm.gov	Condor Security of America Jose Moya 4432 Anaheim Avenue NE, Ste B Albuquerque, NM 87113 jose@condorsecurity.com 800-672-6057

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

_____

MICHAEL J. GARCIA, CITY MAYOR

DATE: _____

CONTRACTOR:

Gregory A.Veiga
Gregory A.Veiga (Apr 17, 2026 09:41:10 PDT)

GREGORY VEIGA, MANAGING PARTNER

DATE: Apr 17, 2026

RONNIE WRIGHT, MANAGING PARTNER

DATE: Apr 17, 2026

NMBTIN: 03-624064-00-8

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos D. Martínez
Marcos D. Martínez (Apr 17, 2026 10:46:06 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (May 22, 2026 15:05:06 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Amendment 4_Condor TDL Final

Final Audit Report 2026-04-17

Created:	2026-04-06
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnsmiWsM4JmHVhuxjWpUnAtRdQ_4Tp1Tz

"Amendment 4_Condor TDL Final" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-04-06 - 9:23:33 PM GMT- IP address: 63.232.20.2

Document emailed to Gregory Veiga (gregory@condorsecurity.com) for signature
2026-04-06 - 9:24:15 PM GMT

Email viewed by Gregory Veiga (gregory@condorsecurity.com)
2026-04-07 - 8:11:18 PM GMT- IP address: 104.28.124.104

Signer Gregory Veiga (gregory@condorsecurity.com) entered name at signing as Gregory A.Veiga
2026-04-17 - 4:41:08 PM GMT- IP address: 12.111.150.148

Document e-signed by Gregory A.Veiga (gregory@condorsecurity.com)
Signature Date: 2026-04-17 - 4:41:10 PM GMT - Time Source: server- IP address: 12.111.150.148

Document emailed to Ronnie Wright (rwright@new-age-inc.com) for signature
2026-04-17 - 4:41:12 PM GMT

Email viewed by Ronnie Wright (rwright@new-age-inc.com)
2026-04-17 - 4:42:26 PM GMT- IP address: 174.206.32.242

Document e-signed by Ronnie Wright (rwright@new-age-inc.com)
Signature Date: 2026-04-17 - 4:45:30 PM GMT - Time Source: server- IP address: 174.206.32.242

Document emailed to Marcos Martínez (mdmartinez@santafenm.gov) for signature
2026-04-17 - 4:45:33 PM GMT

Email viewed by Marcos Martínez (mdmartinez@santafenm.gov)
2026-04-17 - 4:45:44 PM GMT- IP address: 63.232.20.2

Signer Marcos Martínez (mdmartinez@santafenm.gov) entered name at signing as Marcos D. Martínez
2026-04-17 - 4:46:04 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document e-signed by Marcos D. Martínez (mdmartinez@santafenm.gov)

Signature Date: 2026-04-17 - 4:46:06 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2026-04-17 - 4:46:06 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE
Exhibit B- Unit Rate
Schedule JULY 2025 to JUNE 30, 2026

JUSTIFICATION FOR RATE INCREASE

Condor-New Age Logistics, LLC (CNAL), a Professional Services Company, is proposing a rate increase from our current rates. We are requesting this increase for the upcoming fiscal year of 1 July 2025 through 30 June 2026. The rates with the incorporated increase requested are reflected in the table below section "New Hourly Rate".

CNAL, respectfully requests a 3% adjustment to our current contract rate, driven by several economic and operational factors impacting our service delivery. This request reflects the rising cost of living and municipal minimum wage increases within New Mexico—specifically in cities such as Santa Fe, which have implemented wage hikes for 2024–2025. Additionally, recent state legislation mandates annual minimum wage adjustments beginning in January 2026, contributing to increased labor costs. Inflation has significantly elevated the cost of goods and services essential to our operations, including uniforms, vehicles, communications equipment, and related technologies. Vehicle maintenance expenses have also climbed. Additionally, compliance with new training, reporting, and background check requirements has increased regulatory costs. CNAL continues to invest in upgraded equipment and technology to meet City of Santa Fe's expectations and industry standards. The new rates will allow CNAL to better serve the state of City of Santa Fe's needs and goals while enhancing our ability to attract and retain qualified experienced personnel as well to ensure successful results in meeting the City of Santa Fe's expectations.

Line items to justify this requested adjustment:

- Item #1-8: Contractor Licensing – Increased regulatory costs associated with maintaining required state and local licenses.
- Item #1-8: Personnel Licensing – Rising fees related to security personnel credentialing.
- Item #1-8:Training – Ongoing compliance with mandated training standards and continuing education requirements.
- Item #9-10: Contractor Vehicle – Increased expenses for vehicle acquisition, maintenance, and operation.
- Item #1-8: Standards of Appearance – Higher costs for professional uniforms and equipment to maintain compliance with appearance standards.

We truly appreciate your continued trust and support. If you have any questions or would like to discuss this further, please feel free to reach out.

Item	Current Hourly Rate	New Hourly Rate	Precentage Increase
Level 1 Guard	$24.52	$25.25	3%
Level 2 Guard	$26.08	$26.86	3%
Level 3 Guard	$31.77	$32.72	3%
Supervisor	$33.31	$34.30	3%
Level 3 Supervisor	$37.31	$38.42	3%
Account Manager	$35.62	$36.68	3%
Level 3 Account Manager	$39.89	$41.08	3%
Budget Analyst-assist in Purchase Order Budgeting	$48.36	$49.81	3%
Sedan	$7.78	$8.01	3%
SUV	$8.95	$9.21	3%
Fuel Charges	Fuel Invoiced	Fuel Invoiced	No Change
Level 1 Guard OT/ Holiday	$36.79	$37.89	3%
Level 2 Guard OT/ Holiday	$39.12	$40.29	3%
Level 3 Guard OT/ Holiday	$47.65	$49.07	3%
Supervisor OT/ Holiday	$49.97	$51.46	3%
Level 3 Supervisor OT/ Holiday	$55.96	$57.63	3%
Account Manager OT/ Holiday	$53.43	$55.03	3%
Level 3 Account Manager OT/ Holiday	$59.83	$61.62	3%
Budget Analyst OT/ Holiday	$72.53	$74.70	3%

CONDNEW-02 EDURHAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/11/2026

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 548 W Cromwell Avenue Suite 101 Fresno, CA 93711	CONTACT NAME: Elizabeth Durham PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: elizabeth.durham@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Hamilton Select Insurance, Inc — 17178
INSURED Condor New Age Logistics, LLC 1020 Merrill St Suite 2010 Salinas, CA 93901-4495	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GCS00222596	12/21/2025	12/21/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						ERRORS AND OMIS	$ Included
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

City of Santa Fe, New Mexico
Memorandum

DATE: **May 2, 2024**

TO: **Public Works and Utilities Committee/Finance Committee/Governing Body**

VIA: **Regina Wheeler, Public Works Director** Regina Wheeler (May 2, 2024 16:10 MDT)
Sam Burnett, Facilities Division Director J Samuel Burnett (May 2, 2024 15:56 MDT)

FROM: **Joshua Bohlman, Facilities Project Administrator** Joshua Bohlman

---

ACTION:
Request the Approval of Amendment #3 to Services Contract Item # 23-0602 with Condor New Age-Logistics LLC to Increase the Not to Exceed Amount by $2,200,00 for a New Total of $8,800,000 Including NMGRT, and to Extend the Term to June 30, 2026. (Joshua Bohlman, Facilities Project Administrator, jbohlman@santafenm.gov).

BACKGROUND AND SUMMARY:
In accordance with Request for Proposals for City-Wide, On-Call Security Guard Services (RFP #22/17/P) issued February 17, 2022, three contracts are now entered with three companies 1. Condor New Age-Logistics LLC, 2. Servexo Protective Services, 3. Vet-Sec Protection Agency.

The City requires security at a large number of Facilities including but limited to: Water Division, parks, libraries, Municipal Court, the Railyard, Genoveva Chavez Community Center, Santa Fe Trails, and parking garages.

This amendment will increase the Not to Exceed Amount by $2,200,000, bringing the contract total to $8,800,000, extend the term of Condor New Age Logistics LLC agreement from 6/30/2024 to 6/30/2026, and insert the new rate sheet with a 3% increase in guard wages as allowed in the contract. The On-Call contract is not a guarantee of payment to the vendor. Task Orders will be generated as needs and funding are available.

PROCUREMENT METHOD:
Request for Proposal # 22-17-P.

CONTRACT NUMBER:
Munis Contract #3203369

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

ATTACHMENTS:
Condor New Age-Logistics LLC Amendment #1
Condor New Age-Logistics LLC Contract
Condor New Age-Logistics LLC Procurement Documents (RFP)
Condor New Age-Logistics LLC Certificate of Insurance
Condor New Age-Logistics LLC Business License
Condor New Age-Logistics LLC Summary of Contracts

Condor New Age-Logistics LLC Procurement Checklist

Item# 24-0344
Munis Contract#3203366
Original Contract Item#23-0602
RFP #: 22/17/P

CITY OF SANTA FE
AMENDMENT No. 3 TO
Services Contract
ITEM#23-0602

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE Services CONTRACT, dated July 5, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Condor- New Age Logistics, LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide On-Call City-Wide Security Services for the City of Santa Fe.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. AMENDMENT OF EXHIBIT B

Exhibit B is replaced with the Amended Unit Rate Scheduled (Exhibit B) attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the compensation by four million four hundred dollars ($4,400,000.00) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight million eight hundred thousand dollars ($8,800,000.00), including applicable gross receipts taxes. Payment shall be

made for services actually rendered at a rate identified in Exhibit B - Unit Rate Schedule, as amended.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for prices increases must include all information listed below:

1. Contract Item
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Reason for Increase

3. TERM:

Article 5 of the Contract is hereby deleted in its entirety and substitute the following Article 5 in its place:

5. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2026. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of ten (10) years from the original commencement date in accordance with NMSA 1978, §§ 13-1-150(A).

4. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (May 30, 2024 14:13 MDT)

ALAN WEBBER, CITY MAYOR

CONTRACTOR:
Condor- New Age Logistics, LLC

GREGORY VEIGA, MANAGING PARTNER

RONNIE WRIGHT, MANAGING PARTNER

DATE: May 30, 2024

DATE: 05/01/2024

CRS# 03583676008

Registration # 232935

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 05/29/2024 XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (May 2, 2024 10:22 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

AMENDED
EXHIBIT B

CITY OF SANTA FE
Exhibit B- Unit Rate Schedule
JULY 2024 to JUNE 30, 2025

JUSTIFICATION FOR RATE INCREASE

Condor-New Age Logistics, LLC (CNAL), a Professional Services Company, is proposing a rate increase from our current rates. We are requesting this increase for the upcoming fiscal year of 1 July 2024 through 30 June 2025. The rates with the incorporated increase requested are reflected in the table below section "New Hourly Rate". The new rates will allow CNAL to better serve the City of Santa Fe's (CSF) needs and goals while enhancing our ability to attract and retain qualified experienced personnel as well as continuing to improve the professional security services and developing new features to ensure successful results in meeting the City of Santa Fe's expectations. Factors that had to be considered when formulating our bill rates for 2024-2025 include the following:
National staffing crisis: A shortage of qualified applicants across all industries.

- Increase in national crime rates: An increase in supply and demand during the national staffing crisis
- 2024 - 2025 Consumer Price Index: Increase for 2024 2.8% & 1.8% in 2025.
- 2024 Social Security Administration COLA: 3.2% (for 2024)
- The job market, to maintain continuity and attract a highly trained and qualified staff

JUSTIFICATION FOR NEW ROLES

The Budget Analyst role is proposed for CSF consideration. The new role is justified due the need and potential new sites that will result from streamlining efforts of delivering successful results. In order to mitigate risk, we are proposing an added position.

INVOICE PROCESS

Invoices will be mailed/emailed or delivered, twice a month, to such office as directed by CSF.
Payment will be due Net 15 - the full payment is due 15 days after the invoice date. Accelerated payments are requested to assist small business in avoiding cash flow impairments.

ITEM	Current Hourly Rate	New Hourly Rate	Percentage Increase
Level 1 Guard	$23.81	$24.52	3%
Level 2 Guard	$25.32	$26.08	3%
Level 3 Guard	$30.84	$31.77	3%
Supervisor	$32.34	$33.31	3%
Level 3 Supervisor	$36.22	$37.31	3%
Account Manager	$34.58	$35.62	3%
Level 3 Account Manager	$38.73	$39.89	3%
Budget Analyst-assist in Purchase Order Budgeting	$46.95	$48.36	3%
Sedan	$7.78-no change	$7.78-no change	No change
SUV	$8.95-no change	$8.95-no change	No change
Fuel Charge	Fuel Invoiced	Fuel Invoiced	No change
Level 1 Guard Overtime/Holiday	$35.72	$36.79	3%
Level 2 Guard Overtime/Holiday	$37.98	$39.12	3%
Level 3 Guard Overtime/Holiday	$46.26	$47.65	3%
Supervisor Overtime/Holiday	$48.51	$49.97	3%
Level 3 Supervisor Overtime/Holiday	$54.33	$55.96	3%
Account Manager Overtime/Holiday	$51.87	$53.43	3%
Level 3 Account Manager Overtime/Holiday	$58.09	$59.83	3%
Budget Analyst Overtime/Holiday		$72.53	3%

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203366 Procurement # (RFP/ITB# If any):

Contractor: Condor- New Age Logistics, LLC

Procurement Method/Vehicle: *Small Purchase* ☐ *RFP* ☑ *ITB* ☐ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ *Exempt* ☐ *SWPA/Existing* ☐

Description/Title: City-Wide Security Services

Contract: ◉ Agreement: ○ Lease/Rent: ○ Amendment: ◉

Term Start Date: 07/01/2022 Term End Date: 06/30/2024 Total Contract Amount: $4,400,000

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease: 3203366

1.b Amendment #: 2 to the Original Contract/Lease # 3203366

Increase/(Decrease) Amount $: 4,400,000

Extend Expiration Date to: June 30, 2026

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for: Increasing the Not to Exceed Amount and Extending the Term

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original contract approved 7/5/2022 for $4,400,000 with an expiration date of 6/30/2023.
Amendment #1 approved 6/18/2023 to update the Security Guard Rate Schedule and Extend the Expiration Date to 6/30/2024.
Amendment #2 approved 10/13/2023 to Increase the Not to Exceed Amount by $1,100,000, bringing the new total to $5,500,000.00.

3. Procurement History: RFP 22/17/P

Purchasing Officer Review: May 3, 2024 Date:

Comment & Exceptions:

4. Funding Source: Various **Org / Object:** Various/Various

Andy Hopkins May 3, 2024

Budget Officer Approval: Date:

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: Josh Bohlman Phone #: 505-955-5932

To be recorded by City Clerk: Email: jbohlman@santafenm.gov

Clerk #

Date of Execution:

ITT Representative (attesting that all information is reviewed) Title Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Condor- New Age Logistics, LLC

Procurement/contract Title: City-Wide Security Services

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☒Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: Public Works/Facilities Div Staff Name: Joshua Bohlman

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☐	☒	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☒	☐	**RFP - Confidential info to be provided to GB by CPD Buyer**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other:** _____	☒	☐	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)**			
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☐	☒	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Joshua Bohlman Joshua Bohlman — Project Administrator — _____
Department Point of Contact — Title — Date

Regina Wheeler Regina Wheeler (May 3, 2024 15:10 MDT) — _____
Department Director — Date

_____ — May 3, 2024
Chief Procurement Officer — Date

N/A — _____ — _____
ITT Representative — Title — Date

CoSF Version 3 12.1.2023

Item# 23-0602
Munis Contract# 3203366

CITY OF SANTA FE
AMENDMENT No. 2 TO
SERVICES AGREEMENT
ITEM#23-0430

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE SERVICES AGREEMENT, dated June 29, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Condor- New Age Logistics, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide On-Call City-Wide Security Services for the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a sum not to exceed one million one hundred thousand dollars per year ($1,100,000.00) including gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor for services satisfactorily performed, a sum not to exceed five million and five hundred thousand dollars ($5,500,000) including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified in Amended Exhibit B – Unit Rate Schedule.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, CITY MAYOR

DATE: Oct 13, 2023

CONTRACTOR:
Condor-New Age Logistics, LLC

GREGORY VEIGA & RONNIE WRIGHT
MANAGING PARTNERS

DATE: 08/30/2023

CRS# 03583676008
Registration# 232935

ATTEST:

Geralyn Cardenas (Oct 13, 2023 08:38 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 10/11/2023 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 28, 2023 14:23 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Oct 13, 2023 08:34 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various/Various
Org. Name/Org #

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM#22-0301

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE SERVICES AGREEMENT, dated June 29, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Condor- New Age Logistics, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide On-Call City-Wide Security Services for the City of Santa Fe .

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 2, paragraph A of the Agreement is amended to add an updated Exhibit B which includes a 3% security guard rate increase, so that Article 2, paragraph A reads as follows:

A. The Contractor shall perform On-Call City-Wide Security Services in accordance with Request for Proposal 22/17/P, as stipulated in the attached Scope of Services (Exhibit A) and replace Contractor's Unit Rate Schedule Exhibit B with the amended Exhibit B.

2. COMPENSATION.

Article 3 of the Agreement is amended to increase the amounts included in the Unit Rate Schedule by a total of 3% so that Article 3 reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four million four hundred thousand dollars ($4,400,000.00), including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified in Amended Exhibit B- Unit Rate Schedule.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2024. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall

remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, CITY MAYOR

DATE: Jun 18, 2023

CONTRACTOR: Condor- New Age Logistics, LLC

Gregory A. Veiga
Gregory A. Veiga (May 22, 2023 13:42 PDT)

GREGORY A VEIGA & RON WRIGHT
MANAGING PARTNERS

DATE: 05/22/2023 5/22/2023

CRS# 03583676008
Registration# 232935

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 06/14/2023 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 19, 2023 13:33 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jun 16, 2023 22:47 MDT)
EMILY OSTER, FINANCE DIRECTOR

Various/Various
Org. Name/Org #

CITY OF SANTA FE
EXHIBIT B - Unit Rate Schedule
JULY 2023 to JUNE 30, 2024

JUSTIFICATION FOR RATE INCREASE

Condor-New Age Logistics, LLC. (CNAL), a Professional Services Company is proposing a rate increase from our current rates. We are requesting this increase for the upcoming fiscal year of 1 July 2023 through 30 June 2024. The rates with the incorporated increase requested is reflected in the table below section "New Total". The new rates will allow CNAL to better serve the City of Santa Fe's (CSF) needs and goals while enhancing our ability to attract and retain qualified experienced personnel as well as continuing to improve the professional security services and developing new features to ensure successful results in meeting CSF's expectations.

JUSTIFICATION FOR NEW ROLES The Level 3 Supervisor, Level 3 Account Manager and Budget Analyst new roles are proposed for CSF consideration. These new roles are justified due to the need and potential new sites that will result from streamlining efforts of delivering successful results. In order to mitigate risk we are proposing the added positions of supervisor and account manager to be firearm certified. This will enable the supervisory staff to respond to any giving situation to reduce potential risk to City employees, patrons and property.

INVOICE PROCESS Invoices will be mailed/emailed or delivered, twice a month, to such office as CSF directs. Payment will be due Net 15 - the full payment is due 15 days after invoice date. Accelerated payments are requested to assist small business in avoiding cash flow impairments.

ITEM	UNIT PRICE	NEW TOTAL	PERCENTAGE INCREASE
Level 1 Guard	Hour	$23.81	3%
Level 2 Guard	Hour	$25.32	3%
Level 3 Guard	Hour	$30.84	3%
Supervisor	Hour	$32.34	3%
Level 3 Supervisor	Hour	$36.22	
Account Manager	Hour	$34.58	3%
Level 3 Account Manager	Hour	$38.73	
Budget Analyst-assist in Purchase Order Budgeting	Hour	$46.95	
Sedan	Hour	$7.78-no change	
SUV	Hour	$8.95-no change	
Fuel Charge	City Provides Fuel	City Provides Fuel	
Level 1 Guard Overtime/Holiday	Hour	$35.72	3%
Level 2 Guard Overtime/Holiday	Hour	$37.98	3%
Level 3 Guard Overtime/Holiday	Hour	$46.26	3%
Supervisor Overtime/Holiday	Hour	$48.51	3%
Level 3 Supervisor Overtime/Holiday	Hour	$54.33	
Account Manager Overtime/Holiday	Hour	$51.87	3%
Level 3 Account Manager Overtime/Holiday	Hour	$58.09	
Budget Analyst Overtime/Holiday	Hour	$70.42	

5. Amendment 1 Condor CityWide 2023 05 19 CAO U

Final Audit Report 2023-05-22

Created:	2023-05-22
By:	Jose Moya (jose@condorsecurity.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-A8ssQcbxaHafPBZJhrc6ymL7WnH-dwK

"5. Amendment 1 Condor CityWide 2023 05 19 CAO U" History

Document created by Jose Moya (jose@condorsecurity.com)
2023-05-22 - 7:52:58 PM GMT- IP address: 45.21.248.213

Document emailed to gregory@condorsecurity.com for signature
2023-05-22 - 7:57:30 PM GMT

Email viewed by gregory@condorsecurity.com
2023-05-22 - 8:40:13 PM GMT- IP address: 45.21.248.213

Signer gregory@condorsecurity.com entered name at signing as Gregory A. Veiga
2023-05-22 - 8:42:36 PM GMT- IP address: 45.21.248.213

Document e-signed by Gregory A. Veiga (gregory@condorsecurity.com)
Signature Date: 2023-05-22 - 8:42:38 PM GMT - Time Source: server- IP address: 45.21.248.213

Document emailed to Ronnie Wright (rwright@new-age-inc.com) for signature
2023-05-22 - 8:42:39 PM GMT

Email viewed by Ronnie Wright (rwright@new-age-inc.com)
2023-05-22 - 10:02:43 PM GMT- IP address: 174.192.198.158

Document e-signed by Ronnie Wright (rwright@new-age-inc.com)
Signature Date: 2023-05-22 - 10:06:04 PM GMT - Time Source: server- IP address: 184.185.78.202

Agreement completed.
2023-05-22 - 10:06:04 PM GMT

Item# **22-0301**
Munis Contract# 3203366

City of Santa Fe Contract
On-Call City-Wide Security Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Condor Security of America** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Condor Security of America**. "We," "us" or "our" refers to theCity and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform On-Call City-Wide Security Services in accordance with Request for Proposal 22/17/P, as stipulated in the attached Scope of Services (Exhibit A) and Contractor's Unit Rate Schedule (Exhibit B) and as stipulated herein. Security Services includes but is not limited to the locations listed in Exhibit A.

B. All work shall be carried out by means of an approved Task Order utilizing the attached Task Order format (Exhibit C) together with the associated Contractor's price proposal and an approved Purchase Order issued to the Contractor.

3. **Compensation**

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four million four hundred thousand dollars ($4,400,000.00), including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified in Exhibit B - Unit Rate Schedule.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost

increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on JUNE 30, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through152.

6. **Default and Force Majeure**

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

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

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights

afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and,during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict

in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

Prior to the commencement of services, and during the entire term of this Agreement, Contractor shall procure and maintainthe following insurance coverage(s), naming the City as additional insured as set forth herein below.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in thc aggrcgatc for claims against bodily injury, pcrsonal and advcrtising injury, andproperty 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. The policy shall not exclude coverage for bodily injury, personal injury, or property damage arising out of the use of weapons or other equipment, including but not limited to, firearms, batons, stun guns, and pepper spray, used by Contractor and/or its subcontractors in the performance of services under this Agreement. Additional insured coverage may be provided by way of a designated or blanket endorsement where required by written contract or agreement. **Business Automobile Liability** insurance for all owned, non-owned, and hired automobiles,with a combined single limit not less than $1,000,000 per accident. Said policy shall include the City of Santa Fe, their officials, officers, employees, and agents as additional insureds. Additional insured coverage may be provided by way of a designated or blanket endorsement where required by a written contract or agreement.

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

C. Professional Liability (errors and omissions) insurance with limits not less than $1,000,000 per claim and $2,000,000 in the aggregate.

D. Workers' Compensation and Employer's Liability. Contractor shall maintain Workers' Compensation insurance in accordance with the laws of the State of New Mexico with statutory limits, and Employer's Liability insurance with limits not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation for the benefit of the City of Santa Fe their officials, officers, employees, and agents.

E. Contractor shall maintain the above insurance for the term of this Agreement 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.

F. Additional Insurance Requirements.

1. **Verification of Insurance.** Contractor shall furnish the City with Certificates of Insurance and applicable endorsements affecting coverage required by this Agreement on forms satisfactory to the City. All Certificates and endorsements must be received by the City before work commences. Acceptance of Contractor's Certificates of Insurance does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is Contractor's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the City to obtain proof of insurance required herein shall not in any way be construed to be a waiver of any right or remedy of the City, in this or any regard.

2. **Primary and Noncontributory**. The insurance required to be maintained by Contractor hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess only, and not be required to contribute with it.

3. **Umbrella or Excess Insurance.** Any umbrella or excess insurance shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

4. **Severability of Interest.** A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

5. **Claims-Made Coverage.** Except for Commercial General Liability insurance which shall be written on an occurrence form, any coverage maintained on a claims-made basis shall comply with the following:

   - The retroactive date must be shown, and must be before the date of this Agreement or the beginning of services contemplated herein;
   - Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services;
   - If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the date of this Agreement, Contractor must purchase an extended reporting period for a minimum period of three (3) years after completion of the contract services.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the

party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and orpayment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to

the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement.

Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor

must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Manuel Sanchez, Business Operations Manager
Community Health and Safety Department
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909
505-955-6568
mnsanchez@santafenm.gov

To the Contractor:
Jose Moya, VP Government Affairs
Condor Security of America
4432 Anaheim Avenue NE, STE B
Albuquerque, NM 87113
800-672-6057
jose@condorsecurity.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

ALAN WEBBER, CITY MAYOR

DATE: Jul 5, 2022

CONTRACTOR:

GREGORY A. VEIGA,
PRESIDENT/CEO

DATE: 25 MAY 2022
CRS# 03583676008
Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 06/29/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 20, 2022 13:23 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jul 5, 2022 12:55 MDT)

ALEXIS LOTERO, ACTING FINANCE DIRECTOR

VARIOUS
Org.Name/Org.#

Exhibit A – Scope of Services

I. Minimum Qualifications/Requirements

1) The Contractor shall have at least three (3) years of consecutive experience in the professional security services industry under the current company name, and shall have experience in governmental/public facilities.

2) The Contractor shall be licensed/registered, and shall maintain such licensing/registration, to perform security services pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.

3) The Contractor shall be registered and current with the New Mexico Taxation and Revenue Department, New Mexico Workman's Compensation, The New Mexico Department of Workforce Solutions (Unemployment Insurance), and the United States Social Security Administration.

4) The Contractor shall ensure all security personnel assigned shall be in compliance with the Level I, Level II and Level Ill security personnel licensing/registration and training requirements pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.

5) The Contractor shall provide the City of Santa Fe with copies of all security personnel license(s)/registration(s) prior to security personnel assuming duties at City locations(s).

6) The Contractor shall maintain a current license throughout the term of this agreement, and shall report the potential for license suspension, revocation, or limitation to the City within ten (10) days' notice from the State, County, or City licensing boards.

7) In accordance with the provisions of Section 33 ("Insurance") of this Agreement, the Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury, personal injury, and property damage liability, automobile liability, professional liability, and workers' compensation and employer's liability insurance with the required coverage and limits, in a form and with an insurance company or companies acceptableto the City. ,. Where required, The commercial general liability policy shall not exclude coverage for bodily injury, personal injury, or property damage arising out of the use of weapons or other equipment, including but not limited to, firearms, batons, stun guns, and pepper spray, used by Contractor and/or its subcontractors in the performance of services under this Agreement. Where required, applicable insurance policies shall provide that the City, its officials, officers, employees, and agents are named as an additional insured by way of a designated or blanket endorsement, and that the City is notified no less than 30 days written notice in advance of cancellation or nonrenewal for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance evidencing the coverage and limits required in this Agreement as a condition prior to performing series under this Agreement.

Unless otherwise stated in this Scope of Work, the Contractor shall follow the best practices established by the Department of Homeland Security.

8) All security personnel assigned must communicate fluently with verbal commands, as well as write reports and complete logs, in English. All hires must follow guidelines of equal employment opportunity and hiring of U.S. citizens.

9) The City of Santa Fe reserves the right to alter the days and/or hours of the Contractor. The City of Santa Fe also has the discretion to change the security personnel duties and schedules if the City determines it is in tile best interest to do so.

10) The Contractor shall provide the City of Santa Fe detailed invoices for hourly reimbursements of security services provided. The hourly costs will be based upon the Contractors successful bid which included all related costs and applicable taxes for each level of guards required. Unless otherwise required by the City of Santa Fe, Contractor shall provide invoices on a bi-weekly basis, City of Santa Fe will provide payment on a monthly basis.

11) All security personnel will be on time and are to be at their duty stations at the scheduled start and close of their shift.

12) Contractor Vehicle: Contractor shall provide a vehicle for the Municipal Parking Facilities (Mobile Patrol). Vehicle must be sufficient to meet all safety requirements and passenger limitations. Contractor provided vehicles must be clearly marked and have a light bar. Only clearly marked contractor owned or leased vehicles, not "Privately Owned Vehicles" (POVs) owned by individual employees, will be used to perform any services. Vehicle markings must be reviewed by the City of Santa Fe.

13) Weapons (as required):

a) The Contractor will furnish all pistols, 9mm or larger, for on-duty use by security personnel (Level Ill security personnel) at the City Hall / Santa Fe Convention Center, Santa Fe Regional Airport, and Municipal Court locations. Individuals at these locations must have completed a firearm handling and safety training course. The use of privately-owned firearms and or ammunition by contract security personnel is strictly prohibited. Contract security personnel shall not carry a concealed weapon onto any facility even if they are licensed to do so off of the installation. Weapons training, with qualification, shall be conducted semi-annually and follow the State of New Mexico Licensing requirements. Contractor will furnish all duty and training ammunition.

14) Special Provisions:

a) Temporary Removal of Security Personnel Posing an Imminent Threat. Supervision and/or the City of Santa Fe, or designated representative at locations where security personnel are performing, may direct the Contractor to immediately and temporarily remove any individual(s) from duty who poses an

imminent threat to safety of the general public, personnel, or government resources. The temporary removal will remain in effect until the incident prompting removal has been investigated and resolved to the satisfaction of the City of Santa Fe. Once the incident has been resolved, the individual(s) will either be allowed to return to work on the contract or permanently removed from performance on the contract, in accordance with paragraph below as the City of Santa Fe deems appropriate. Temporary removal of security personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment.

b) Permanent Removal of Guard Personnel. The City of Santa Fe reserves the right to permanently exclude any individual(s) from performance under this contract whose performance does not meet contract and/or City of Santa Fe standards. Such failure includes, but is not limited to, falsifying reports or statements; mishandling weapons; loss, destruction, or irresponsible use of City equipment; character/actions incompatible with courteous public interaction or other criteria identified. When so instructed, the Contractor shall immediately remove such individual(s) in accordance with City of Santa Fe instructions. Permanent removal of guard personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment. The Contractor shall not, without consent, reinstate any employee who has been permanently removed.

c) The City has the right to approve/disapprove any security personnel. Contractor shall immediately transfer/remove security personnel from the account at the City's request. This includes the assigned Account Manager representing the Contractor. No such request shall be made for reasons that would violate applicable law.

15) Personnel Records: These records shall be available for inspection by the City of Santa Fe to ensure compliance with the state regulations. Records include, but are not limited to, state training completion, verification of license application state weapons and state training licenses/certifications, proof of medical and drug clearance for each employee, documented proof of completed local background investigation and other training documents.

16) Security personnel shall not perform duty at any location in excess of 12 hours and must have at least 8 hours rest between shifts. The consumption/intake of alcoholic beverages or other substances that would impair/alter judgment or performance during the 8-hour period prior to a scheduled shift is strictly prohibited.

17) Security personnel will be expected to maintain a clean work area, including facilities that they use. Security personnel will maintain cleanliness throughout their shift.

18) Contractor will be required to replace or repair, at its own expense, any equipment owned by the City of Santa Fe (such as, but not limited to, communication equipment; fire equipment; safety equipment; locks; keys; access control systems; etc.) damaged or lost through abuse or

neglect by the Contractor or its employees. Use of the City's telephone system for personal use is prohibited, and the cost of such usage will either be billed to the Contractor, or deducted from the monthly payment, at the discretion of the City.

19) Security personnel shall have the ability to pass annual drug and alcohol testing. Additionally, physical examination of security personnel shall be conducted by a licensed physician whenever the Contractor has reasonable belief, based on observed behavior, that the officer cannot perform essential job functions and/or such officer may pose a direct threat due to a medical condition.

II. Facility Profiles includes but is not limited to the following locations:

I. **Genoveva Chavez Community Center**
   A. Unarmed Guard – Level 1
      1. Monday – Thursday: 2:30pm – 10:30pm
      2. Friday and Saturday: 12:00pm – 8:30pm
      3. Sunday: 10:00am – 6:30pm

II. **La Farge Library**
   A. Unarmed Guard – Level 2
      1. Monday – Wednesday: 10:00am – 8:00pm
      2. Thursday – Saturday: 10:00am – 6:00pm
      3. Sunday: 1:00pm – 5:00pm

III. **South Side Library**
   A. Unarmed Guard – Level 2
      1. Monday – Wednesday: 10:00am – 8:00pm
      2. Thursday – Saturday: 10:00am – 6:00pm
      3. Sunday: 1:00pm – 5:00pm

IV. **La Farge Library**
   A. Unarmed Guard – Level 2
      1. Monday – Wednesday: 10:00am – 8:00pm
      2. Thursday – Saturday: 10:00am – 6:00pm
      3. Sunday: 1:00pm – 5:00pm

V. **Midtown Santa Fe**
   A. Unarmed Mobile Guard – Level 2
      1. 7-Days per Week: 24-Hours per Day
   B. Armed Guard – Level 3
      1. 7-Days per Week: 4:00pm – 8:00am

VI. **Parking Mobile Patrol**

A. Unarmed Mobile Guard – Level 1

1. 7-Days per Week: 9:30pm – 1:30am

VII. **Municipal Court**

A. Armed Guard – Level 3

1. Monday – Friday: 7:30am – 5:00pm

VIII. **Santa Fe Regional Airport**

A. Unarmed Guard – Level 1

1. 7-Days per Week: 7:00pm – 12:00am

B. Armed Guard – Level 3

1. 7-Days per Week: 4:30am – 7:00pm

IX. **Santa Fe Trails**

A. Unarmed Guard – Level 1

1. Monday – Friday: 5:30 am – 9:30am

X. **Santa Fe Railyard**

A. Armed Mobile Guard – Level 3

1. 7-Days per Week: 4:00pm – 12:00am

XI. **Santa Fe Plaza**

A. Armed Mobile Guard – Level 3

1. 7-Days per Week: 24-Hours per Day

III. Services

1. Contractor shall provide unarmed and armed security services, as specified by each location, in and around City of Santa Fe facilities. Contract security personnel will provide a variety of services, implementing the City of Santa Fe's security objectives according to policies and procedures which may include but is not limited to the following general tasks:
   a. Entry and egress access control;
   b. Roving patrols of interior and exterior building areas, including parking facilities as applicable;
   c. Perform roving patrols of all mobile patrol facilities, each hour, from a marked security unit furnished with flashing lights;
   d. Provide initial response to security incidents;
   e. Assist with fire drills/evacuation drills;
   f. Notify the Santa Fe Regional Emergency Communications Center of a need for police, fire, or medical assistance;
   g. Visitor and building employee identification verification;

h. Incident and daily operating reports;
i. Monitoring and responding to building intrusion detection systems;
j. Monitoring alarms and fire detection equipment;
k. Responding as necessary to support other life safety duties as identified in post orders and standard operating procedures;
l. Other specific tasks as required, as specified in post orders or by site-location manager.

2. Contractor shall provide an Automated Electronic Guard Tour System, as is mutually agreed upon between the City of Santa Fe and Contractor. A GPS-based monitoring system is strongly preferred. Security personnel shall be required to activate all electronic guard tour key stations within each facility as designated by the City and in accordance with the patrol times specified as agreed to within post orders. Contractor will be required to provide access to City site managers to review incident reports, activity logs, time-reports, etc. Contractor shall also provide training on the system to City site managers.

3. Contractor shall provide appropriate and necessary management and supervision for all Contractor's employees by designating an Account Manager who shall coordinate all issues relating to this contract, staffing, performance, etc., and will be the point of contact for the City. The Account Manager shall:
   a. Cover City of Santa Fe Security Management responsibilities as needed.
   b. Provide on call services 24rl for City of Santa Fe; be able to respond 24/7 to handle any security problems that should arise; and be able to work varied shifts and split shifts.
   c. Coordinate the security coverage for all City of Santa Fe security requests.
   d. Develop a training program and coordinate all training requirements for security personnel assigned to this account-and update the program on a regular basis.
   e. The Account Manager must be able to effectively deal with a variety of personality types in public situations.
   f. Maintain security records for access logs, incident reports (along with police reports) for a minimum of three (3) years after the end of the calendar year. Daily logs shall be held for a minimum of one (1) year after the end of the calendar year.
   g. Submit reports with appropriate documentation of all situations which are considered security breaches, incidents, and/or system failures.
   h. Review all safety issues and security documentation prepared and/or provided by security personnel.
   i. Know how to perform every position and provide training for these positions to subordinates.
   j. Perform other duties as assigned.

4. Contractor shall develop a comprehensive set of Post Orders documenting both general procedures as well as site-specific responsibilities. Preliminary Post Orders shall be

prepared in cooperation with the City of Santa Fe prior to the commencement of the contract. Final Post Orders shall be provided to the City of Santa Fe for review and approval 30 calendar days after first date of service. All security personnel will be required to read and verify they understand the Post Orders and at minimum, shall be tested during the on-the-job training (OJT) period, annually or more frequently during site inspections. Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor's and the City of Santa Fe's standards. Post Orders should be updated as changes necessitate, and shall be reviewed by both the Contractor and City of Santa Fe annually.

5. Contractor may be required to work special events, such as Spanish Market, Indian Market, Fiestas, etc. on the date(s) and time(s) specified by the City. The City shall provide the Contractor with two weeks' notice for regularly scheduled events. However, this does not preclude the need for emergency service with less than two weeks' notice in the event of an emergency or special event not regularly scheduled.

IV. Training

All training costs must be included in the billing rate. Contractor shall cross train all positions. Contractor shall:

1. Develop a training manual specifically for security personnel assigned to the City of Santa Fe.

2. Meet the minimum training requirements for the State of New Mexico requirements pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq-NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC, and a minimum of 24 hours of on-the-job training per position. All training costs are the responsibility of the Contractor and must be included in the billing rate.

3. Design a specific course of training for each position based on written post orders.

4. Provide training that includes the following:

   a. Safety
   b. Building/facility familiarization including a detailed tour of all sites, functions, and facilities
   c. Knowledge of a security personnel's limit of authority
   d. Knowledge of job duties
   e. Access control
   f. Public relations
   g. Patrol techniques
   h. Responding to bomb threat situations
   i. Fire prevention and control and the use of fire extinguishers
   j. Communication training including verbal judo
   k. Employee rights, responsibilities, and expectations

l. Workplace violence and conflict resolution
m. Reporting procedures for incidents, personal injury, and property damage
n. Dealing effectively with the homeless and mentally ill
o. Exclusion policies
p. Lost and found procedures
q. CPR certified (including defibrillation) and First Aid certified by the American Heart Association or equivalent (as approved by the City of Santa Fe) within four (4) months of hire
r. ADA training
s. Radio procedures and protocols
t. Grooming and uniform appearance
u. Defense tactics, handcuff procedures
a. De-escalation training

5. Contractor is "encouraged" (but not required) to provide training that includes the following:

a. Crowd psychology, control, and management;
b. Limited force ejection techniques;
c. Drug and alcohol awareness training.

6. Any security personnel who is assigned to the Santa Fe Regional Airport must complete the following prior to assignment:

a. Security Identification Display Area (SIDA)/Secured Area Badge Application;
b. Complete and pass a Criminal History Records Check and Security Threat Assessment;
c. Complete online and in-person SIDA/Secured Area Training;
d. Complete Santa Fe Regional Airport Security personnel Orientation with an Airport Law Enforcement Officer or Airport Security Coordinator.

7. Contractor must certify that training, as outlined herein, has been provided to each employee. The Contractor must also supply the City with a roster of trained personnel, listing employees by name, and the dates and frequency of training.

8. Whenever a new security personnel is assigned to a post, Contractor shall arrange for the new personnel to be trained for a minimum of 24-hours with an experienced security personnel prior to the new individual taking over the post alone. The Contractor shall bear the cost of this training and the City shall be billed for the services of only the experienced security personnel.

V. Uniforms and Equipment

1. All security personnel shall wear the registration card on the outside of the guard's uniform so that the card is visible to others, as specified in 61-278-22(0) NMSA 1978.
2. All security personnel will maintain a high standard of dress and professional appearance at all times. All uniforms will be clean, serviceable, pressed, and will conform with

NMSA 1978 61-278-1 through 61-278-36, section 16.48.3.12.

3. Uniforms will be of consistent color, appearance, and in good condition. Uniforms should only be worn when the security personnel is on official duty or in transit between their residence and post location.
4. Contractor will not require employees assigned under the terms of this Agreement to purchase supplied uniforms.
5. Equipment to be utilized by security personnel shall be provided by the contractor, unless agreed to by the City.

CITY OF SANTA FE
EXHIBIT B - Unit Rate Schedule
JULY 2023 to JUNE 30, 2024

JUSTIFICATION FOR RATE INCREASE

Condor-New Age Logistics, LLC. (CNAL), a Professional Services Company is proposing a rate increase from our current rates. We are requesting this increase for the upcoming fiscal year of 1 July 2023 through 30 June 2024. The rates with the incorporated increase requested is reflected in the table below section "New Total". The new rates will allow CNAL to better serve the City of Santa Fe's (CSF) needs and goals while enhancing our ability to attract and retain qualified experienced personnel as well as continuing to improve the professional security services and developing new features to ensure successful results in meeting CSF's expectations.

JUSTIFICATION FOR NEW ROLES The Level 3 Supervisor, Level 3 Account Manager and Budget Analyst new roles are proposed for CSF consideration. These new roles are justified due to the need and potential new sites that will result from streamlining efforts of delivering successful results. In order to mitigate risk we are proposing the added positions of supervisor and account manager to be firearm certified. This will enable the supervisory staff to respond to any giving situation to reduce potential risk to City employees, patrons and property.

INVOICE PROCESS Invoices will be mailed/emailed or delivered, twice a month, to such office as CSF directs. Payment will be due Net 15 - the full payment is due 15 days after invoice date. Accelerated payments are requested to assist small business in avoiding cash flow impairments.

ITEM	UNIT PRICE	NEW TOTAL	PERCENTAGE INCREASE
Level 1 Guard	Hour	$23.81	3%
Level 2 Guard	Hour	$25.32	3%
Level 3 Guard	Hour	$30.84	3%
Supervisor	Hour	$32.34	3%
Level 3 Supervisor	Hour	$36.22	
Account Manager	Hour	$34.58	3%
Level 3 Account Manager	Hour	$38.73	
Budget Analyst-assist in Purchase Order Budgeting	Hour	$46.95	
Sedan	Hour	$7.78-no change	
SUV	Hour	$8.95-no change	
Fuel Charge	City Provides Fuel	City Provides Fuel	
Level 1 Guard Overtime/Holiday	Hour	$35.72	3%
Level 2 Guard Overtime/Holiday	Hour	$37.98	3%
Level 3 Guard Overtime/Holiday	Hour	$46.26	3%
Supervisor Overtime/Holiday	Hour	$48.51	3%
Level 3 Supervisor Overtime/Holiday	Hour	$54.33	
Account Manager Overtime/Holiday	Hour	$51.87	3%
Level 3 Account Manager Overtime/Holiday	Hour	$58.09	
Budget Analyst Overtime/Holiday	Hour	$70.42	

Exhibit C – Task Order Template

CITY OF SANTA FE

TASK ORDER # TBD

RFP 22/17/P, ON-CALL CITY-WIDE SECURITY SERVICES

STATEMENT OF WORK

1. **PURPOSE**
(Indicate project title and very brief service description.)

A. **2. BACKGROUND**
(Provide background for the Task Order.)

3. PROJECT SCOPE NARRATIVE
(Provide scope of work for Task Order in general terms)
Scope Statement
"The scope of this task order is for the Design Professional to provide…"

4. APPROVAL SIGNATURES

CONTRACTOR:

_____
TBD NAME & TITLE

_____
DATE

CITY SITE / ACCOUNT MANAGER:

_____
TBD NAME & TITLE

_____
DATE

_____
ORG/OBJECT

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CONDOR SECURITY OF AMERICA, INC.
DBA: CONDOR SECURITY OF AMERICA, INC.

Business Location: 1020 MERRILL ST STE. 2010
SALINAS, CA 93905

CRS Number: 03583676008

Owner: CONDOR SECURITY OF AMERICA, INCL.

License Number: 232935

License Type: Business License - Renewable

Issued Date: June 14, 2023

Classification: Out of Jurisdiction Business License

Expiration Date: June 14, 2024

Fees Paid: $10.00

CONDOR SECURITY OF AMERICA, INC.
1020 MERRILL ST STE. 2010
SALINAS, CA 93905

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/12/2024

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

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

PRODUCER License # 0757776
HUB International Insurance Services Inc.
548 W Cromwell Avenue
Suite 101
Fresno, CA 93711

CONTACT NAME: Lisa Glynn
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: lisa.glynn@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Summit Specialty Insurance Company	16889
INSURER B : Security National Insurance Company (Am Trust)	19879
INSURER C : Southern Insurance Company	19216
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Condor Security of America Inc.
1522 Constitution Blvd. #112
Salinas, CA 93905

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			SCGL005000005802	1/13/2024	1/13/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			SPP181188301	1/13/2024	1/13/2025	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	2,000,000
	EXCESS LIAB CLAIMS-MADE			SXCS005000010202	1/13/2024	1/13/2025	AGGREGATE	$	2,000,000
	DED RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		OWC1010169	1/13/2024	1/13/2025	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Finance_Amendment_4_Condor Full Packet

Final Audit Report 2026-05-07

Created:	2026-05-07
By:	DENISE GABALDON (rdgabaldon@santafenm.gov)
Status:	Accepted
Transaction ID:	CBJCHBCAABAAUcxJwPrEm8uwgaiUSPhD2Ze6jicoZK0I

"Finance_Amendment_4_Condor Full Packet" History

Document created by DENISE GABALDON (rdgabaldon@santafenm.gov)
2026-05-07 - 8:54:42 PM GMT- IP address: 63.232.20.2

Document emailed to DENISE GABALDON (rdgabaldon@santafenm.gov) for acceptance
2026-05-07 - 8:55:32 PM GMT

Document accepted by DENISE GABALDON (rdgabaldon@santafenm.gov)
Acceptance Date: 2026-05-07 - 8:55:59 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-05-07 - 8:55:59 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

The Purchasing Memo

Date: March 31, 2026

To: Governing Body and Finance Committee

From: Denise Gabaldon, Contracts Supervisor, Finance R. Denise Gabaldon

Via: Travis Dutton-Leyda, Chief Procurement Officer

Subject: Amendment 3 to Aarrowhead Dba Vet-Sec Protection Agency Security Guard Contract

Vendor Name: Aarrowhead Security

Munis Vendor Number: 9485

ITEM AND ISSUE:

Finance respectfully requests your review and approval of Amendment No. 3 to contract 3203369 with Aarrowhead Security dba Vet-Sec Protection Agency for Security Guard Services. Amendment No. 3 increases the amount of compensation by $2,200,000 for a total compensation not to exceed of $8,800,000 and extends the term for two years for an expiration date of June 30, 2028.

CONTRACT NUMBER:

The Munis contract number is 3203369

BACKGROUND AND SUMMARY:

In accordance with RFP for Citywide, On-Call Security Guard Services (RFP # 22/17/P) issued February 17, 2022, two contracts are now entered with 2 companies: 1. Condor New Age Logistics, LLC, 2. Aarrowhead Security dba Vet-Sec Protection Agency.

The City requires security at many facilities including, but not limited to: City Hall, Water Division, Parks, Libraries, Municipal Court, the Railyard, Genoveva Chavez Community Center, Santa Fe Trails, and parking garages.

This amendment will extend the term of Aarrowhead Security dba Vet-Sec Protection Agency agreement from June 30, 2026 to June 30, 2028 and insert a new rate sheet with a 3% increase in guard wages as allowed in the contract. The compensation will also increase by $2,200,000 as security guard needs have increased in the recent past.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE: This contract is set up as a Citywide, meaning all city departments can connect POs to it as they need the services.

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** 04/07/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

This contract was procured through RFP # 22/17/P.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 04/21/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Vehicles included? ☐ Yes | ☒ No

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

Is this an externally funded purchase? ☐ Yes | ☒ No

Is this a Capital Asset or Project? ☐ Yes | ☒ No

ATTACHMENTS:
Original contract packet (with previous contract amendments)

CITY OF SANTA FE

AMENDMENT No. 3 TO

Contract # 3203369

Original City Clerk Item Number: 22-0303

Citywide, On-Call Security Services RFP 22-17-P

This AMENDMENT No. 3 amends the CITY OF SANTA FE CONTRACT, dated July 3, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Aarrowhead Security dba Vet-Sec Protection Agency. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

1. RECITALS

A. Under the terms of the Contract, Contractor has agreed to provide the City with Security Guard Services.

B. Pursuant to the Amendment Article of the original Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

Updated sections below to modify or replace the corresponding sections listed in the contract.

2. COMPENSATION

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of Two Million, two-hundred thousand dollars ($2,200,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Eight-million, eight-hundred thousand dollars ($8,800,000), including applicable gross receipts taxes. Payment shall be made for the services actually rendered at a rate identified in Exhibit B- Unit Rate Schedule, as per retro-approved price schedule.

In the event of a product cost increase an escalation request will be reviewed by the City six weeks before the end of the fiscal year, June 30th. . The increase may not exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract Item
2. Current Price Item
3. Proposed New Price
4. Percentage of Increase

5. Reason for Increase

3. TERM

The original Contract became effective on July 3, 2022. This Amendment shall not become effective unless and until approved in writing by all authorized parties. The Contract, as amended, shall terminate on June 30, 2028).

4. NOTIFICATION

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:	**Finance Admin**	**To the Contractor:**
Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Purchasing Division 200 Lincoln Avenue Santa Fe, NM 87501 purchasing@santafenm.gov	Aarrowhead Security dba Vet-Sec Protection Agency Chris Silva 6301 Indian School Rd NE, Suite 215 Albuquerque, NM csilva@vetsec.com 505-373-1995

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

_____

MICHAEL J. GARCIA, CITY MAYOR

DATE:_____

CONTRACTOR:

_____

CHRIS SILVA, NM DISTRICT BRANCH MANAGER

DATE: Mar 10, 2026

NMBTIN: 03-293-809008

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martínez

Marcos Martínez (Mar 10, 2026 14:26:15 MDT)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Apr 21, 2026 16:50:26 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Exhibit B

APPENDIX D
COST **RESPONSE** FORM

Item	Unit **Price**	Total
Level 1 Guard	Hour	$26.27
Level 2 Guard	Hour	$29.71
Level 3 Guard	Hour	$35.26
Supervisor	Hour	$37.67
Account Manager	Hour	$39.12
Sedan	Hour	$2.62
SUV	Hour	$4.67
Level 1 Guard Ove1time / Holidav	Hour	$39.40
Level 2 Guard Overtime / Holiday	Hour	$44.56
Level 3 Guard Overtime / Holiday	Hour	$52.89
Supervisor Overtime/ Holiday	Hour	$56.51
Account Manager Overtime/ Holidav	Hour	$58.68

All hourly rates for security guards are structured in such a manner that they include all management, supervisor, administrative and overhead costs (firm, fixed and fully loaded). The Department will pay the Contractor hourly rates rounded to the nearest 1/4 for services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

NM Gross Receipt Taxes (NMGRT) or local option(s) tax shall not be included in any of the provided rates. If applicable, NMGRT will be added and itemized separately at time of invoicing.

The total yearly amount as per the hourly rates above, the locations and hours indicated for those locations in Section IV.A.II. will be used to calculate the cost score.

Total yearly amount as per the locations and hours indicated for those locations

$.....

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

Amendment 3_Aarrowhead DBA VetSec

Final Audit Report 2026-03-10

Created:	2026-03-10
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASI64J1Y16SJlgEh3jgG6ZFfyutt35lvF

"Amendment 3_Aarrowhead DBA VetSec" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-03-10 - 7:23:47 PM GMT- IP address: 63.232.20.2

Document emailed to Chris Silva (csilva@vetsec.com) for signature
2026-03-10 - 7:24:26 PM GMT

Email viewed by Chris Silva (csilva@vetsec.com)
2026-03-10 - 7:24:44 PM GMT- IP address: 70.90.203.101

Document e-signed by Chris Silva (csilva@vetsec.com)
Signature Date: 2026-03-10 - 8:08:07 PM GMT - Time Source: server- IP address: 70.90.203.101

Document emailed to Marcos Martínez (mdmartinez@santafenm.gov) for signature
2026-03-10 - 8:08:09 PM GMT

Email viewed by Marcos Martínez (mdmartinez@santafenm.gov)
2026-03-10 - 8:25:57 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martínez (mdmartinez@santafenm.gov)
Signature Date: 2026-03-10 - 8:26:15 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-03-10 - 8:26:15 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2026

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

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

PRODUCER
Crest Insurance Group, LLC
100 S Mill Avenue, Ste 930
Tempe AZ 85281

License#: 967026

CONTACT NAME: Jill Boller
PHONE (A/C, No, Ext): 480-689-5278 **FAX (A/C, No):** 480-839-2272
E-MAIL ADDRESS: jboller@crestins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Redwood Fire & Casualty	11673
INSURER B : Navigators Insurance Co.	42307
INSURER C : Berkley Regional Insurance Company	29580
INSURER D : Golden Bear Insurance Co.	39861
INSURER E : Trisura Specialty Insurance Company	16188
INSURER F :	

INSURED
Aarrowhead Security Inc
VetSec Protection Agency
7206 N 55th Ave
Glendale AZ 85301-1975

AARRSEC-02

COVERAGES **CERTIFICATE NUMBER:** 995555326 **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	
E	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Prof Liab $1M GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	LBCU-0000028-00	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	Y	Y	GA23BAP022567-02	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		AZ25EXCZ0LZ8GIC	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	AAWC764382	4/1/2026	4/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D C	Excess Liability (XS of 2M) Crime	Y		GBX13001602-00 BMP-1041073-02	8/1/2025 4/1/2026	8/1/2026 4/1/2027	Aggregate Limit	3,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder and others when required in a written contract or agreement are Additional Insured (General Liability & Automobile Liability) including Products Completed. Coverage is Primary & Non-Contributory (General Liability & Automobile Liability). Waiver of Subrogation applies (General Liability, Automobile Liability & Workers Compensation). Insured Contract Aggregate Limit capped at $5,000,000. Excess Liability follows form. John Brandon, Chad Benham & Ennio Canziani are excluded from Workers Compensation coverage. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 875040909

CANCELLATION 30 Days Notice of Cancellation

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

AUTHORIZED REPRESENTATIVE
Cody Ritchil

© 1988-2015 ACORD CORPORATION. All rights reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization: Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All AZ Operations	3,671.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/2026 Policy No.: AAWC764382 Endorsement No.:

Insured: Premium $

Insurance Company: Redwood Fire and Casualty Ins Co

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

© 1983 National Council on Compensation Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PARTY WITH WHICH THE INSURED DOES BUSINESS WHEN REQUIRED BY A WRITTEN AGREEMENT EXECUTED PRIOR TO A LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

 © Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the **BUSINESS AUTO COVERAGE FORM** and **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the **MOTOR CARRIER COVERAGE FORM:**

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with a written contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights of lien to be reimbursed for any recovery funds obtained by any injured employee.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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
1) Blanket where required by written contract or agreement	1) Per Declarations
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.

©Insurance Services Office, Inc., 2018

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
1) Blanket where required by written contract or agreement	1) Per Declarations
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

© Insurance Services Office, Inc., 2018

City of Santa Fe, New Mexico
Memorandum

DATE: **April 24, 2024**

TO: **Public Works and Utilities Committee/Finance Committee/Governing Body**

VIA: **Regina Wheeler, Public Works Director** RW (Apr 24, 2024 19:33 MDT)
Sam Burnett, Facilities Division Director J Samuel Burnett (Apr 24, 2024 19:19 MDT)

FROM: **Joshua Bohlman, Facilities Project Administrator** Joshua Bohlman

---

ACTION:
Approval of Amendment #2 to Item # 22-0302 with Aarrowhead Security DBA Vet-Sec Protection Agency to Increase the Not to Exceed Amount by $2,200,00 for a New Total of $6,600,000 Including NMGRT, and to Extend the Term to June 30, 2026. (Joshua Bohlman, Facilities Project Administrator, jbohlman@santafenm.gov, 505-955-5932)

BACKGROUND AND SUMMARY:
In accordance with Request for Proposals for City-Wide, On-Call Security Guard Services (RFP #22/17/P) issued February 17, 2022, three contracts are now entered with three companies 1. Condor New Age-Logistics LLC, 2. Servexo Protective Services, 3. Vet-Sec Protection Agency.

The City requires security at a large number of Facilities including but limited to: Water Division, parks, libraries, Municipal Court, the Railyard, Genoveva Chavez Community Center, Santa Fe Trails, and parking garages.

This amendment will extend the term of Aarrowhead Security DBA Vet-Sec Protection Agency agreement from 6/30/2024 to 6/30/2026 and insert the new rate sheet with a 3% increase in guard wages as allowed in the contract. This increase in cost does not require a corresponding increase in the not to exceed amount as the services required for the year are projected to be covered by the annual $2,200,000 not to exceed amount.

PROCUREMENT METHOD:
Request for Proposal # 22-17-P.

CONTRACT NUMBER:
Munis Contract #3203369

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

ATTACHMENTS:
Vet-Sec Protection Agency's Amendment #1
Vet-Sec Protection Contract
Vet-Sec Protection Procurement Documents (SWPA, CES, GSA, ITB/RFP, etc)
Vet-Sec Protection Certificate of Insurance
Vet-Sec Protection Business License
Vet-Sec Protection Summary of Contracts
Vet-Sec Protection Procurement Checklist

Item# 24-0343
Munis Contract#3203369
Original Contract Item # 22-0303
RFP #: 22/17/P

CITY OF SANTA FE
AMENDMENT No. 2 TO
On-Call City-Wide Security Services Contract
ITEM#23-0303

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE On-Call City-Wide Security Services CONTRACT, dated July 3, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Arrowhead Security DBA Vet-Sec Protection Agency. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide On-Call City-Wide Security Services for the City of Santa Fe.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

Exhibit B to the contract shall be replaced with the Exhibit B attached to this Amendment.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the compensation by two million two hundred thousand dollars ($2,200,000.00) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed six million six hundred thousand dollars ($6,600,000.00), including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified in Amended Exhibit B- Unit Rate Schedule.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract Item
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Reason for Increase

3. TERM:

Article 5 of the Contract is hereby deleted in its entirety and substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2026. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Protection Agency

Alan Webber (May 30, 2024 13:51 MDT)

ALAN WEBBER, CITY MAYOR

DATE: May 30, 2024

CONTRACTOR:
Aarrowhead Security DBA Vet-Sec

AMY NACCARI, MANAGING

DATE: 4/9/24

CRS # 03-293809008

Registration # 232942

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 05/29/2024 XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Apr 9, 2024 11:01 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

APPENDIX D
COST RESPONSE FORM

This is a sample form, expand or detail as needed.

Item	Unit Price	Total
Level 1 Guard	Hour	$25.50
Level 2 Guard	Hour	$28.84
Level 3 Guard	Hour	$34.23
Supervisor	Hour	$36.57
Account Manager	Hour	$37.98
Sedan	Hour	$2.54
SUV	Hour	$4.53
Level 1 Guard Overtime / Holiday	Hour	$38.25
Level 2 Guard Overtime / Holiday	Hour	$43.26
Level 3 Guard Overtime / Holiday	Hour	$51.35
Supervisor Overtime / Holiday	Hour	$54.86
Account Manager Overtime / Holiday	Hour	$56.97

All hourly rates for security guards are structured in such a manner that they include all management, supervisor, administrative and overhead costs (firm, fixed and fully loaded). The Department will pay the Contractor hourly rates rounded to the nearest 1/4 for services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

NM Gross Receipt Taxes (NMGRT) or local option(s) tax shall not be included in any of the provided rates. If applicable, NMGRT will be added and itemized separately at time of invoicing.

The total yearly amount as per the hourly rates above, the locations and hours indicated for those locations in Section IV.A.II. will be used to calculate the cost score.

Total yearly amount as per the locations and hours indicated for those locations

$_____

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203369 Procurement # (RFP/ITB# If any):

Contractor: Aarrowhead Security DBA Vet-Sec Protectio Agency

Procurement Method/Vehicle: Small Purchase ☐ RFP ☑ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: City-Wide Security Services

Contract: ○ Agreement: ○ Lease/Rent: ○ Amendment: ◉

Term Start Date: 06/29/2022 Term End Date: 06/30/2026 Total Contract Amount: $6,600,000.00

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease: 3203369

1.b Amendment #: 2 to the Original Contract/Lease # 3203369

Increase/(Decrease) Amount $: 2,200,000.00

Extend Expiration Date to: June 30, 2026

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for:

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original Contract approved July 3, 2022 through RFP 22/17/P.
Amendment #1 approved June 18, 2023- included extending term to June 30, 2024, and an updated Rate Schedule.

3. Procurement History: RFP 22/17/P

JoAnn Lovato Montaño — Apr 25, 2024

Purchasing Officer Review: Date:

Comment & Exceptions: add funding & extend term

4. Funding Source: Various **Org / Object:** Various/Various

Andy Hopkins — Apr 25, 2024

Budget Officer Approval: Date:

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: Josh Bohlman Phone #: 505-955-5932

To be recorded by City Clerk:
Clerk #
Date of Execution:

Email: jbohlman@santafenm.gov

ITT Representative (attesting that all information is reviewed) Title Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Aarrowhead Security DBA Vet-Sec Protection Agency

Procurement/contract Title: City-Wide Security Services

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☒Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: Public Works/Facilities Div Staff Name: Josh Bohlman

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☐	☒	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☒	☐	**RFP - Confidential info to be provided to GB by CPD Buyer**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other: _____**	☒	☐	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)**			
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☐	☒	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Josh Bohlman Department Point of Contact	Project Administrator Title	4/9/2024 Date
Regina Wheeler RW (Apr 24, 2024 19:33 MDT) Department Director		Date
JoAnn Lovato Montaño Chief Procurement Officer		Apr 25, 2024 Date
N/A ITT Representative	Title	Date

CoSF Version 3 12.1.2023

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM#22-0303

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE SERVICES AGREEMENT, dated June 29, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Aarrowhead Security DBA Vet-Sec Protection Agency (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide On-Call City-Wide Security Services for the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 2, paragraph A of the Agreement is amended to add an updated Exhibit B which includes a 3% security guard rate increase, so that Article 2, paragraph A reads as follows:

A. The Contractor shall perform On-Call City-Wide Security Services in accordance with Request for Proposal 22/17/P, as stipulated in the attached Scope of Services (Exhibit A) and replace Contractor's Unit Rate Schedule Exhibit B with the amended Exhibit B.

2. COMPENSATION.

Article 3 of the Agreement is amended to increase the amounts included in the Unit Rate Schedule by a total of 3% so that Article 3 reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four million four hundred thousand dollars ($4,400,000.00), including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified in Amended Exhibit B- Unit Rate Schedule.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2024. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, CITY MAYOR

DATE: Jun 18, 2023

CONTRACTOR: Aarrowhead Security
DBA Vet-Sec Protection Agency

AMY NACCARI, MANAGING DIRECTOR

DATE: 5/19/23

CRS# 03-293809008
Registration# 232942

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 06/14/2023 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 19, 2023 13:25 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jun 16, 2023 22:48 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various/Various
Org. Name/Org #

APPENDIX D
COST RESPONSE FORM

This is a sample form, expand or detail as needed.

Item	Unit Price	Total
Level 1 Guard	Hour	$24.76
Level 2 Guard	Hour	$28.00
Level 3 Guard	Hour	$33.23
Supervisor	Hour	$35.50
Account Manager	Hour	$36.87
Sedan	Hour	$2.47
SUV	Hour	$4.40
Level 1 Guard Overtime / Holiday	Hour	$37.03
Level 2 Guard Overtime / Holiday	Hour	$41.99
Level 3 Guard Overtime / Holiday	Hour	$49.84
Supervisor Overtime / Holiday	Hour	$53.25
Account Manager Overtime / Holiday	Hour	$55.31

All hourly rates for security guards are structured in such a manner that they include all management, supervisor, administrative and overhead costs (firm, fixed and fully loaded). The Department will pay the Contractor hourly rates rounded to the nearest 1/4 for services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

NM Gross Receipt Taxes (NMGRT) or local option(s) tax shall not be included in any of the provided rates. If applicable, NMGRT will be added and itemized separately at time of invoicing.

The total yearly amount as per the hourly rates above, the locations and hours indicated for those locations in Section IV.A.II. will be used to calculate the cost score.

Total yearly amount as per the locations and hours indicated for those locations

$_____

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203369

Contractor: Aarrowhead Security DBA Vet-Sec Protection Agency

Description: Amendment #1 Extending the Term of the Contract with No Corresponding Change in Compensation.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: 6/30/2023 Term End Date: 6/30/2024

☐ Approved by Council Date: _____

Contract / Lease: 3203369

Amendment # 1 to the Original Contract / Lease # 3203369

Increase/(Decrease) Amount $ _____

Extend Termination Date to: June 30, 2024

☐ Approved by Council Date: _____

Amendment is for: Extending Term of Contract

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** RFP 22/17/P

Travis Dutton-Leyda — Purchasing Officer Review: May 23, 2023 — Date:

Comment & Exceptions: _____

4. **Funding Source:** Various **Org / Object:** Various/Various

Andy Hopkins (May 23, 2023 11:46 MDT) — Budget Officer Approval: May 23, 2023 — Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Josh Bohlman Phone # 505-955-5932

Email: jbohlman@santafenm.gov

To be recorded by City Clerk:
Clerk # _____
Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Aarrowhead Security DBA Vet-Sec Protection Agency

Procurement Title: City-Wide Security Services Amendment #1

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☑ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Public Works/Facilities Div Staff Name Josh Bohlman

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☑	FIR
☑	☐	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☑	Other:

Josh Bohlman — Project Administrator — 4/6/2023

Department Rep Printed Name (attesting that all information included) — Title — Date

Travis Dutton-Leyda — Chief Procurement Officer — May 23, 2023

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

Item# **22-0303**
Munis Contract# 3203369

City of Santa Fe Contract
On-Call City-Wide Security Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Aarrowhead Security DBA Vet-Sec Protection Agency,** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Aarrowhead Security DBA Vet-Sec Protection Agency.** "We," "us" or "our" refers to theCity and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform On-Call City-Wide Security Services in accordance with Request for Proposal 22/17/P, as stipulated in the attached Scope of Services (Exhibit A) and Contractor's Unit Rate Schedule (Exhibit B) and as stipulated herein. Security Services includes but is not limited to the locations listed in Exhibit A.

B. All work shall be carried out by means of an approved Task Order utilizing the attached Task Order format (Exhibit C) together with the associated Contractor's price proposal and an approved Purchase Order issued to the Contractor.

3. **Compensation**

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four million four hundred thousand dollars ($4,400,000.00), including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified in Exhibit B - Unit Rate Schedule.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost

increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on JUNE 30, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through152.

6. **Default and Force Majeure**

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

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

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights

afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and,during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict

in any manner or degree with the performance or services required under the Agreement.The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

Prior to the commencement of services, and during the entire term of this Agreement, Contractor shall procure and maintainthe following insurance coverage(s), naming the City as additional insured as set forth herein below.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, andproperty 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. The policy shall not exclude coverage for bodily injury, personal injury, or property damage arising out of the use of weapons or other equipment, including but not limited to, firearms, batons, stun guns, and pepper spray, used by Contractor and/or its subcontractors in the performance of services under this Agreement. Additional insured coverage may be provided by way of a designated or blanket endorsement where required by written contract or agreement. **Business Automobile Liability** insurance for all owned, non-owned, and hired automobiles,with a combined single limit not less than $1,000,000 per accident. Said policy shall include the City of Santa Fe, their officials, officers, employees, and agents as additional insureds. Additional insured coverage may be provided by way of a designated or blanket endorsement where required by a written contract or agreement.

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

C. Professional Liability (errors and omissions) insurance with limits not less than $1,000,000 per claim and $2,000,000 in the aggregate.

D. Workers' Compensation and Employer's Liability. Contractor shall maintain Workers' Compensation insurance in accordance with the laws of the State of New Mexico with statutory limits, and Employer's Liability insurance with limits not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation for the benefit of the City of Santa Fe their officials, officers, employees, and agents.

E. Contractor shall maintain the above insurance for the term of this Agreement 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.

F. Additional Insurance Requirements.

1. **Verification of Insurance.** Contractor shall furnish the City with Certificates of Insurance and applicable endorsements affecting coverage required by this Agreement on forms satisfactory to the City. All Certificates and endorsements must be received by the City before work commences. Acceptance of Contractor's Certificates of Insurance does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is Contractor's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the City to obtain proof of insurance required herein shall not in any way be construed to be a waiver of any right or remedy of the City, in this or any regard.

2. **Primary and Noncontributory**. The insurance required to be maintained by Contractor hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess only, and not be required to contribute with it.

3. **Umbrella or Excess Insurance.** Any umbrella or excess insurance shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

4. **Severability of Interest.** A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

5. **Claims-Made Coverage.** Except for Commercial General Liability insurance which shall be written on an occurrence form, any coverage maintained on a claims-made basis shall comply with the following:

- The retroactive date must be shown, and must be before the date of this Agreement or the beginning of services contemplated herein;
- Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services;
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the date of this Agreement, Contractor must purchase an extended reporting period for a minimum period of three (3) years after completion of the contract services.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the

party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and orpayment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to

the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement.

Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor

must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Manuel Sanchez, Business Operations Manager
Community Health and Safety Department
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909
505-955-6568
mnsanchez@santafenm.gov

To the Contractor:
Adam Rufenacht, Branch Manager
Aarrowhead Security DBA Vet-Sec Protection Agency
4010 Carlisle Blvd, Suite A
Albuquerque, NM 87110
505-208-2507
arufenacht@vetsec.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

ALAN WEBBER, CITY MAYOR

DATE: Jul 3, 2022

CONTRACTOR:

ADAM RUFENACHT,
BRANCH MANAGER

DATE: 24 May 2022
CRS# 03-293809008
Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 06/29/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 20, 2022 10:54 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jul 1, 2022 13:00 MDT)

ALEXIS LOTERO, ACTING FINANCE DIRECTOR

VARIOUS
Org.Name/Org.#

Exhibit A – Scope of Services

I. Minimum Qualifications/Requirements

1) The Contractor shall have at least three (3) years of consecutive experience in the professional security services industry under the current company name, and shall have experience in governmental/public facilities.

2) The Contractor shall be licensed/registered, and shall maintain such licensing/registration, to perform security services pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.

3) The Contractor shall be registered and current with the New Mexico Taxation and Revenue Department, New Mexico Workman's Compensation, The New Mexico Department of Workforce Solutions (Unemployment Insurance), and the United States Social Security Administration.

4) The Contractor shall ensure all security personnel assigned shall be in compliance with the Level I, Level II and Level Ill security personnel licensing/registration and training requirements pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.

5) The Contractor shall provide the City of Santa Fe with copies of all security personnel license(s)/registration(s) prior to security personnel assuming duties at City locations(s).

6) The Contractor shall maintain a current license throughout the term of this agreement, and shall report the potential for license suspension, revocation, or limitation to the City within ten (10) days' notice from the State, County, or City licensing boards.

7) In accordance with the provisions of Section 33 (“Insurance”) of this Agreement, the Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury, personal injury, and property damage liability, automobile liability, professional liability, and workers’ compensation and employer’s liability insurance with the required coverage and limits, in a form and with an insurance company or companies acceptableto the City. ,. Where required, The commercial general liability policy shall not exclude coverage for bodily injury, personal injury, or property damage arising out of the use of weapons or other equipment, including but not limited to, firearms, batons, stun guns, and pepper spray, used by Contractor and/or its subcontractors in the performance of services under this Agreement. Where required, applicable insurance policies shall provide that the City, its officials, officers, employees, and agents are named as an additional insured by way of a designated or blanket endorsement, and that the City is notified no less than 30 days written notice in advance of cancellation or nonrenewal for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance evidencing the coverage and limits required in this Agreement as a condition prior to performing series under this Agreement.

Unless otherwise stated in this Scope of Work, the Contractor shall follow the best practices established by the Department of Homeland Security.

8) All security personnel assigned must communicate fluently with verbal commands, as well as write reports and complete logs, in English. All hires must follow guidelines of equal employment opportunity and hiring of U.S. citizens.

9) The City of Santa Fe reserves the right to alter the days and/or hours of the Contractor. The City of Santa Fe also has the discretion to change the security personnel duties and schedules if the City determines it is in tile best interest to do so.

10) The Contractor shall provide the City of Santa Fe detailed invoices for hourly reimbursements of security services provided. The hourly costs will be based upon the Contractors successful bid which included all related costs and applicable taxes for each level of guards required. Unless otherwise required by the City of Santa Fe, Contractor shall provide invoices on a bi-weekly basis, City of Santa Fe will provide payment on a monthly basis.

11) All security personnel will be on time and are to be at their duty stations at the scheduled start and close of their shift.

12) Contractor Vehicle: Contractor shall provide a vehicle for the Municipal Parking Facilities (Mobile Patrol). Vehicle must be sufficient to meet all safety requirements and passenger limitations. Contractor provided vehicles must be clearly marked and have a light bar. Only clearly marked contractor owned or leased vehicles, not "Privately Owned Vehicles" (POVs) owned by individual employees, will be used to perform any services. Vehicle markings must be reviewed by the City of Santa Fe.

13) Weapons (as required):

a) The Contractor will furnish all pistols, 9mm or larger, for on-duty use by security personnel (Level Ill security personnel) at the City Hall / Santa Fe Convention Center, Santa Fe Regional Airport, and Municipal Court locations. Individuals at these locations must have completed a firearm handling and safety training course. The use of privately-owned firearms and or ammunition by contract security personnel is strictly prohibited. Contract security personnel shall not carry a concealed weapon onto any facility even if they are licensed to do so off of the installation. Weapons training, with qualification, shall be conducted semi-annually and follow the State of New Mexico Licensing requirements. Contractor will furnish all duty and training ammunition.

14) Special Provisions:

a) Temporary Removal of Security Personnel Posing an Imminent Threat. Supervision and/or the City of Santa Fe, or designated representative at locations where security personnel are performing, may direct the Contractor to immediately and temporarily remove any individual(s) from duty who poses an

imminent threat to safety of the general public, personnel, or government resources. The temporary removal will remain in effect until the incident prompting removal has been investigated and resolved to the satisfaction of the City of Santa Fe. Once the incident has been resolved, the individual(s) will either be allowed to return to work on the contract or permanently removed from performance on the contract, in accordance with paragraph below as the City of Santa Fe deems appropriate. Temporary removal of security personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment.

b) Permanent Removal of Guard Personnel. The City of Santa Fe reserves the right to permanently exclude any individual(s) from performance under this contract whose performance does not meet contract and/or City of Santa Fe standards. Such failure includes, but is not limited to, falsifying reports or statements; mishandling weapons; loss, destruction, or irresponsible use of City equipment; character/actions incompatible with courteous public interaction or other criteria identified. When so instructed, the Contractor shall immediately remove such individual(s) in accordance with City of Santa Fe instructions. Permanent removal of guard personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment. The Contractor shall not, without consent, reinstate any employee who has been permanently removed.

c) The City has the right to approve/disapprove any security personnel. Contractor shall immediately transfer/remove security personnel from the account at the City's request. This includes the assigned Account Manager representing the Contractor. No such request shall be made for reasons that would violate applicable law.

15) Personnel Records: These records shall be available for inspection by the City of Santa Fe to ensure compliance with the state regulations. Records include, but are not limited to, state training completion, verification of license application state weapons and state training licenses/certifications, proof of medical and drug clearance for each employee, documented proof of completed local background investigation and other training documents.

16) Security personnel shall not perform duty at any location in excess of 12 hours and must have at least 8 hours rest between shifts. The consumption/intake of alcoholic beverages or other substances that would impair/alter judgment or performance during the 8 hour period prior to a scheduled shift is strictly prohibited.

17) Security personnel will be expected to maintain a clean work area, including facilities that they use. Security personnel will maintain cleanliness throughout their shift.

18) Contractor will be required to replace or repair, at its own expense, any equipment owned by the City of Santa Fe (such as, but not limited to, communication equipment; fire equipment; safety equipment; locks; keys; access control systems; etc.) damaged or lost through abuse or

neglect by the Contractor or its employees. Use of the City's telephone system for personal use is prohibited, and the cost of such usage will either be billed to the Contractor, or deducted from the monthly payment, at the discretion of the City.

19) Security personnel shall have the ability to pass annual drug and alcohol testing. Additionally, physical examination of security personnel shall be conducted by a licensed physician whenever the Contractor has reasonable belief, based on observed behavior, that the officer cannot perform essential job functions and/or such officer may pose a direct threat due to a medical condition.

II. Facility Profiles includes but is not limited to the following locations:

I. **Genoveva Chavez Community Center**
   A. Unarmed Guard – Level 1
      1. Monday – Thursday: 2:30pm – 10:30pm
      2. Friday and Saturday: 12:00pm – 8:30pm
      3. Sunday: 10:00am – 6:30pm

II. **La Farge Library**
   A. Unarmed Guard – Level 2
      1. Monday – Wednesday: 10:00am – 8:00pm
      2. Thursday – Saturday: 10:00am – 6:00pm
      3. Sunday: 1:00pm – 5:00pm

III. **South Side Library**
   A. Unarmed Guard – Level 2
      1. Monday – Wednesday: 10:00am – 8:00pm
      2. Thursday – Saturday: 10:00am – 6:00pm
      3. Sunday: 1:00pm – 5:00pm

IV. **La Farge Library**
   A. Unarmed Guard – Level 2
      1. Monday – Wednesday: 10:00am – 8:00pm
      2. Thursday – Saturday: 10:00am – 6:00pm
      3. Sunday: 1:00pm – 5:00pm

V. **Midtown Santa Fe**
   A. Unarmed Mobile Guard – Level 2
      1. 7-Days per Week: 24-Hours per Day
   B. Armed Guard – Level 3
      1. 7-Days per Week: 4:00pm – 8:00am

VI. **Parking Mobile Patrol**
- A. Unarmed Mobile Guard – Level 1
  1. 7-Days per Week: 9:30pm – 1:30am

VII. **Municipal Court**
- A. Armed Guard – Level 3
  1. Monday – Friday: 7:30am – 5:00pm

VIII. **Santa Fe Regional Airport**
- A. Unarmed Guard – Level 1
  1. 7-Days per Week: 7:00pm – 12:00am
- B. Armed Guard – Level 3
  1. 7-Days per Week: 4:30am – 7:00pm

IX. **Santa Fe Trails**
- A. Unarmed Guard – Level 1
  1. Monday – Friday: 5:30 am – 9:30am

X. **Santa Fe Railyard**
- A. Armed Mobile Guard – Level 3
  1. 7-Days per Week: 4:00pm – 12:00am

XI. **Santa Fe Plaza**
- A. Armed Mobile Guard – Level 3
  1. 7-Days per Week: 24-Hours per Day

III. Services

1. Contractor shall provide unarmed and armed security services, as specified by each location, in and around City of Santa Fe facilities. Contract security personnel will provide a variety of services, implementing the City of Santa Fe's security objectives according to policies and procedures which may include but is not limited to the following general tasks:
   a. Entry and egress access control;
   b. Roving patrols of interior and exterior building areas, including parking facilities as applicable;
   c. Perform roving patrols of all mobile patrol facilities, each hour, from a marked security unit furnished with flashing lights;
   d. Provide initial response to security incidents;
   e. Assist with fire drills/evacuation drills;
   f. Notify the Santa Fe Regional Emergency Communications Center of a need for police, fire, or medical assistance;
   g. Visitor and building employee identification verification;

h. Incident and daily operating reports;
i. Monitoring and responding to building intrusion detection systems;
j. Monitoring alarms and fire detection equipment;
k. Responding as necessary to support other life safety duties as identified in post orders and standard operating procedures;
l. Other specific tasks as required, as specified in post orders or by site-location manager.

2. Contractor shall provide an Automated Electronic Guard Tour System, as is mutually agreed upon between the City of Santa Fe and Contractor. A GPS-based monitoring system is strongly preferred. Security personnel shall be required to activate all electronic guard tour key stations within each facility as designated by the City and in accordance with the patrol times specified as agreed to within post orders. Contractor will be required to provide access to City site managers to review incident reports, activity logs, time-reports, etc. Contractor shall also provide training on the system to City site managers.

3. Contractor shall provide appropriate and necessary management and supervision for all Contractor's employees by designating an Account Manager who shall coordinate all issues relating to this contract, staffing, performance, etc., and will be the point of contact for the City. The Account Manager shall:
   a. Cover City of Santa Fe Security Management responsibilities as needed.
   b. Provide on call services 24rl for City of Santa Fe; be able to respond 24/7 to handle any security problems that should arise; and be able to work varied shifts and split shifts.
   c. Coordinate the security coverage for all City of Santa Fe security requests.
   d. Develop a training program and coordinate all training requirements for security personnel assigned to this account-and update the program on a regular basis.
   e. The Account Manager must be able to effectively deal with a variety of personality types in public situations.
   f. Maintain security records for access logs, incident reports (along with police reports) for a minimum of three (3) years after the end of the calendar year. Daily logs shall be held for a minimum of one (1) year after the end of the calendar year.
   g. Submit reports with appropriate documentation of all situations which are considered security breaches, incidents, and/or system failures.
   h. Review all safety issues and security documentation prepared and/or provided by security personnel.
   i. Know how to perform every position and provide training for these positions to subordinates.
   j. Perform other duties as assigned.

4. Contractor shall develop a comprehensive set of Post Orders documenting both general procedures as well as site-specific responsibilities. Preliminary Post Orders shall be

prepared in cooperation with the City of Santa Fe prior to the commencement of the contract. Final Post Orders shall be provided to the City of Santa Fe for review and approval 30 calendar days after first date of service. All security personnel will be required to read and verify they understand the Post Orders and at minimum, shall be tested during the on-the-job training (OJT) period, annually or more frequently during site inspections. Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor's and the City of Santa Fe's standards. Post Orders should be updated as changes necessitate, and shall be reviewed by both the Contractor and City of Santa Fe annually.

5. Contractor may be required to work special events, such as Spanish Market, Indian Market, Fiestas, etc. on the date(s) and time(s) specified by the City. The City shall provide the Contractor with two weeks' notice for regularly scheduled events. However, this does not preclude the need for emergency service with less than two weeks' notice in the event of an emergency or special event not regularly scheduled.

IV. Training

All training costs must be included in the billing rate. Contractor shall cross train all positions. Contractor shall:

1. Develop a training manual specifically for security personnel assigned to the City of Santa Fe.

2. Meet the minimum training requirements for the State of New Mexico requirements pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq-NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC, and a minimum of 24 hours of on-the-job training per position. All training costs are the responsibility of the Contractor and must be included in the billing rate.

3. Design a specific course of training for each position based on written post orders.

4. Provide training that includes the following:

   a. Safety
   b. Building/facility familiarization including a detailed tour of all sites, functions, and facilities
   c. Knowledge of a security personnel's limit of authority
   d. Knowledge of job duties
   e. Access control
   f. Public relations
   g. Patrol techniques
   h. Responding to bomb threat situations
   i. Fire prevention and control and the use of fire extinguishers
   j. Communication training including verbal judo
   k. Employee rights, responsibilities, and expectations

l. Workplace violence and conflict resolution
m. Reporting procedures for incidents, personal injury, and property damage
n. Dealing effectively with the homeless and mentally ill
o. Exclusion policies
p. Lost and found procedures
q. CPR certified (including defibrillation) and First Aid certified by the American Heart Association or equivalent (as approved by the City of Santa Fe) within four (4) months of hire
r. ADA training
s. Radio procedures and protocols
t. Grooming and uniform appearance
u. Defense tactics, handcuff procedures
a. De-escalation training

5. Contractor is "encouraged" (but not required) to provide training that includes the following:

a. Crowd psychology, control, and management;
b. Limited force ejection techniques;
c. Drug and alcohol awareness training.

6. Any security personnel who is assigned to the Santa Fe Regional Airport must complete the following prior to assignment:

a. Security Identification Display Area (SIDA)/Secured Area Badge Application;
b. Complete and pass a Criminal History Records Check and Security Threat Assessment;
c. Complete online and in-person SIDA/Secured Area Training;
d. Complete Santa Fe Regional Airport Security personnel Orientation with an Airport Law Enforcement Officer or Airport Security Coordinator.

7. Contractor must certify that training, as outlined herein, has been provided to each employee. The Contractor must also supply the City with a roster of trained personnel, listing employees by name, and the dates and frequency of training.

8. Whenever a new security personnel is assigned to a post, Contractor shall arrange for the new personnel to be trained for a minimum of 24-hours with an experienced security personnel prior to the new individual taking over the post alone. The Contractor shall bear the cost of this training and the City shall be billed for the services of only the experienced security personnel.

V. Uniforms and Equipment

1. All security personnel shall wear the registration card on the outside of the guard's uniform so that the card is visible to others, as specified in 61-278-22(0) NMSA 1978.
2. All security personnel will maintain a high standard of dress and professional appearance at all times. All uniforms will be clean, serviceable, pressed, and will conform with

NMSA 1978 61-278-1 through 61-278-36, section 16.48.3.12.

3. Uniforms will be of consistent color, appearance, and in good condition. Uniforms should only be worn when the security personnel is on official duty or in transit between their residence and post location.
4. Contractor will not require employees assigned under the terms of this Agreement to purchase supplied uniforms.
5. Equipment to be utilized by security personnel shall be provided by the contractor, unless agreed to by the City.

APPENDIX D
COST RESPONSE FORM

This is a sample form, expand or detail as needed.

Item	Unit Price	Total
Level 1 Guard	Hour	$24.76
Level 2 Guard	Hour	$28.00
Level 3 Guard	Hour	$33.23
Supervisor	Hour	$35.50
Account Manager	Hour	$36.87
Sedan	Hour	$2.47
SUV	Hour	$4.40
Level 1 Guard Overtime / Holiday	Hour	$37.03
Level 2 Guard Overtime / Holiday	Hour	$41.99
Level 3 Guard Overtime / Holiday	Hour	$49.84
Supervisor Overtime / Holiday	Hour	$53.25
Account Manager Overtime / Holiday	Hour	$55.31

All hourly rates for security guards are structured in such a manner that they include all management, supervisor, administrative and overhead costs (firm, fixed and fully loaded). The Department will pay the Contractor hourly rates rounded to the nearest 1/4 for services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

NM Gross Receipt Taxes (NMGRT) or local option(s) tax shall not be included in any of the provided rates. If applicable, NMGRT will be added and itemized separately at time of invoicing.

The total yearly amount as per the hourly rates above, the locations and hours indicated for those locations in Section IV.A.II. will be used to calculate the cost score.

Total yearly amount as per the locations and hours indicated for those locations

$_____

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

Exhibit C – Task Order Template

CITY OF SANTA FE

TASK ORDER # TBD

RFP 22/17/P, ON-CALL CITY-WIDE SECURITY SERVICES

STATEMENT OF WORK

1. **PURPOSE**
(Indicate project title and very brief service description.)

A. **2. BACKGROUND**
(Provide background for the Task Order.)

3. PROJECT SCOPE NARRATIVE
(Provide scope of work for Task Order in general terms)
Scope Statement
"The scope of this task order is for the Design Professional to provide…"

4. APPROVAL SIGNATURES

CONTRACTOR:

_____
TBD NAME & TITLE

_____
DATE

CITY SITE / ACCOUNT MANAGER:

_____
TBD NAME & TITLE

_____
DATE

_____
ORG/OBJECT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2024

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

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

PRODUCER
Crest Insurance Group, LLC
7272 E. Indian School Rd. Suite 375
Scottsdale AZ 85251

License#: 967026
AARRSEC-02

CONTACT NAME:
PHONE (A/C, No, Ext): 888-881-5765 **FAX (A/C, No):** 480-839-2272
E-MAIL ADDRESS: info@crestins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Redwood Fire & Casualty	11673
INSURER B : Navigators Insurance Co.	42307
INSURER C : Aspen Specialty Insurance Co.	10717
INSURER D : Indian Harbor Insurance Co.	36940
INSURER E : Endurance American Specialty	41718
INSURER F :	

INSURED
Aarrowhead Security Inc
VetSec Protection Agency
7206 N 55th Ave
Glendale AZ 85301-1975

COVERAGES **CERTIFICATE NUMBER:** 1457237882 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CR00VQC2	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR Prem/Prod	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	Y		GA23BAP022567-00	8/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
D	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			71246838	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	AAWC555868	4/1/2024	4/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Excess Liability XS of 3M			71246839	4/1/2024	4/1/2025	Each Occurrence Per Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured, Primary Non-Contributory when required by written contract (General Liability, Auto Liability); Waiver of Subrogation when required by written contract (General Liability and Workers Compensation). XS policies are following form.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 875040909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Cody Ritchil

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: AAROWHEAD SECURITY
DBA: VETSEC PROTECTION AGENCY

Business Location: 4010 CARLISLE BLVD NE
ALBUQUERQUE, NM 87108

CRS Number: 03293809008

Owner: AAROWHEAD SECURITY

License Number: 232942

License Type: Business License - Renewable

Issued Date: June 26, 2023

Classification: Out of Jurisdiction Business License

Expiration Date: June 26, 2024

Fees Paid: $10.00

AAROWHEAD SECURITY
4010 CARLISLE BLVD NE
ALBUQUERQUE, NM 87108

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

5. Amendment_2_Aarrowhead-VetSec_CW_Securityy - SIGNED Packet 4 25 24

Final Audit Report 2024-04-25

Created:	2024-04-25
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_LIhRDEQkrz2op3xZ7NVRTRuAhFTjjNp

"5. Amendment_2_Aarrowhead-VetSec_CW_Securityy - SIGNED Packet 4 25 24" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-04-25 - 8:24:31 PM GMT

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-04-25 - 8:28:40 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-04-25 - 8:31:06 PM GMT

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-04-25 - 8:31:29 PM GMT - Time Source: server

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-04-25 - 8:31:32 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-04-25 - 8:33:45 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-04-25 - 8:39:39 PM GMT

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2024-04-25 - 9:24:09 PM GMT - Time Source: server

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-04-25 - 9:24:13 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2024-04-25 - 9:41:05 PM GMT

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

Signature Date: 2024-04-25 - 9:44:16 PM GMT - Time Source: server

Agreement completed.

2024-04-25 - 9:44:16 PM GMT

Powered by
Adobe
Acrobat Sign

Purchasing_Memo_AarrowheadDBAVetSec_Amend 3

Final Audit Report 2026-04-07

Created:	2026-04-07
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Accepted
Transaction ID:	CBJCHBCAABAApIagJmQ6vnM2kI5tmS7y1A9sPVhFyVwc

"Purchasing_Memo_AarrowheadDBAVetSec_Amend 3" History

Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)
2026-04-07 - 3:29:20 PM GMT- IP address: 63.232.20.2

Document emailed to RACHEL GABALDON (rdgabaldon@santafenm.gov) for acceptance
2026-04-07 - 3:29:48 PM GMT

Document accepted by RACHEL GABALDON (rdgabaldon@santafenm.gov)
Acceptance Date: 2026-04-07 - 3:30:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-04-07 - 3:30:05 PM GMT

Powered by Adobe Acrobat Sign

Memorandum

DATE: May 26, 2026

TO: Governing Body, Finance Committee, Quality of Life Committee

VIA: Brian Moya, Interim City Manager Brian J Moya

FROM: Andrea Phillips, Deputy City Manager/Acting Finance Director Andrea Phillips
Randy Randall, Tourism Director Randy Randall

SUBJECT: FY26 BAR for Downtown Security Utilizing $150,000 in General Fund Reserves to Match $150k in Tourism/Lodging Tax

---

REQUESTED ACTION
Request for approval of a Budget Adjustment Request to utilize $150,000.00 from Fund 100 (General Fund) in the amount of $150,000.00 to Fund 213 (Tourism/Visit Santa Fe) for the remainder of FY26 for downtown security. The contract is managed by Visit Santa Fe (Tourism Department). General Funds will be utilized to assist with providing services.

BACKGROUND/SUMMARY
Additional security has been provided by a private security firm for the downtown area. Funds for the contract are derived primarily from Tourism (lodging tax), with General Fund providing the balance. The contract allows for additional security presence and patrols in defined areas. The average cost per month is roughly $60-$80k. An additional $300,000 is necessary to fund the remaining months of the fiscal year, with half of the balance provided by Tourism funds.

ATTACHMENTS:
Budget Adjustment Request (BAR) Form

City Council
Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4
Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

Signature: ANDREA PHILLIPS (May 27, 2026 08:50:34 MDT)

Email: akphillips@santafenm.gov

Signature: Randy Randall (May 27, 2026 09:12:17 MDT)

Email: rrandall@santafenm.gov

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

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

DEPARTMENT / DIVISION NAME	DATE
City Manager / Tourism	4/21/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Visit Santa Fe / Service Contracts	2130523	510310		150,000	
City Manager's Office / Operating Transfer to Visit Santa Fe	1000035	750213		150,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Visit Santa Fe / Operating Transfer from City Manager's Office (General Fund)	2130523	650100		(150,000)	
				$ 150,000	$ -

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

Appropriation from General Fund reserves to provide additional funding for the downtown security contract; funding to be transferred to Tourism/Visit Santa Fe as that Department will continue to administer the contract.

[see attached memo]

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(150,000)
TOTAL:	**(150,000)**

Andy Hopkins
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

BRIAN MOYA
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

ANDREA PHILLIPS (Apr 24, 2026 12:22:58 MDT)
Budget Officer Date

N/A
Finance Director *{≤ $5,000}* Date

N/A
City Manager *{≤ $60,000}* Date

CITY OF SANTA FE

The Purchasing Memo

Date: May 15, 2026

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

From: Elisa Portillo, Economic Development Specialist

Via: Johanna Nelson, Economic Development Director Johanna Nelson (May 15, 2026 14:59:29 MDT)

Subject: Amendment to SFPS Work-Based Learning (WBL) contract

Vendor Name: Santa Fe Public Schools

Munis Vendor Number: 1523

ITEM AND ISSUE:

The Office of Economic Development respectfully requests your review and approval of Amendment #1 to Contract no. 3250347 with The Santa Fe Public Schools for The Santa Fe Public Schools Work Based Learning (WBL) Internship Programming Amendment #1 by $500,000, not to exceed for a total compensation of $1,700,000 for a term of 4 years.

CONTRACT NUMBER:

The Munis contract number is 3250347

BACKGROUND AND SUMMARY:

The Office of Economic Development (OED) was awarded $1.2 million in one-time funding in Fiscal Year 2025 to continue support for the Santa Fe Public Schools Work-Based Learning (WBL) Internship Program, previously funded through the American Rescue Plan Act (ARPA). **In Fiscal Year 2026, OED received an additional $500,000 in one-time funding to sustain WBL internship programming, with funds estimated to be fully expended by March 2027.**

This professional services contract amendment will ensure the continuation of mentorship, job training, and other critical support services for high school students, including those at high risk of suspension or expulsion. Program components include business outreach, staffing support, supplies, event coordination, student mentoring, soft skills and life skills training, internship placement services, and paid internship opportunities.

Quarterly economic impact reporting will be required for this project.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: **[212 ED Fund]**

Munis Org Name/Number: [Economic Development Operations/2122800]

Munis Object Name/Number: [Professional Contracts/510300]

Budget Officer / Designee: Andy Hopkins **Date:** 05/20/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

An exempt determination was received from Travis Dutton-Leyda Chief Procurement Office December 12, 2024 (See original contract). The existing contract, #3250347 expires on February 23, 2029.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 05/22/2026

AP (May 20, 2026 07:57:41 MDT)

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Amendment
Certificate of Insurance

CITY OF SANTA FE

CITY OF SANTA FE

AMENDMENT No. 1 TO

Contract # 3250347

Original City Clerk Item Number: 25-0054

Work based learning internship

This AMENDMENT No. 1 (Amendment) amends the CITY OF SANTA FE CONTRACT, dated 2/13/2025 (Contract), between the City of Santa Fe (City) and SANTA FE PUBLIC SCHOOLS. (Contractor). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. RECITALS

A. Under the terms of the Contract, Contractor has agreed to provide work-based learning internships.

B. Pursuant to the Amendment Article of the original Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

Updated sections below to modify or replace the corresponding sections listed in the contract.

2. COMPENSATION

Article 3 of the Contract is amended to increase the amount of compensation by a total of five hundred thousand dollars ($500,000) so that Article 3 section A and B reads in their entirety as follows.

A. The City shall pay to the Contractor for services satisfactorily performed a total of one million seven hundred thousand dollars ($1,700,00) – such compensation is not to exceed (1,700,000), excluding gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($1,700,000).

B. Payment. The total compensation under this Agreement shall not exceed one million seven hundred thousand ($1,700,000) excluding New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor this Agreement shall equal the amount

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

MICHAEL GARCIA, MAYOR

CONTRACTOR:

Peter McWain

PETER MCWAIN

EXEC DIRECTOR OF CURRICULUM & INSTRUCTION

DATE: May 5, 2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews

Ruby Crews (May 5, 2026 11:53:48 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (May 22, 2026 11:30:05 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

work_based_learning_internship-SFPS

Final Audit Report 2026-05-05

Created:	2026-04-27
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6YoZvFvXLSgtZmnY0TumdHLIT-teZAgi

"work_based_learning_internship-SFPS" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-04-27 - 10:31:53 PM GMT- IP address: 63.232.20.2

Document emailed to Peter McWain (pmcwain@sfps.k12.nm.us) for signature
2026-04-27 - 10:32:22 PM GMT

Email viewed by Peter McWain (pmcwain@sfps.k12.nm.us)
2026-05-05 - 3:26:03 PM GMT- IP address: 74.125.209.67

Document e-signed by Peter McWain (pmcwain@sfps.k12.nm.us)
Signature Date: 2026-05-05 - 5:50:39 PM GMT - Time Source: server- IP address: 64.90.146.212

Document emailed to Ruby Crews (racrews@santafenm.gov) for signature
2026-05-05 - 5:50:41 PM GMT

Email viewed by Ruby Crews (racrews@santafenm.gov)
2026-05-05 - 5:50:48 PM GMT- IP address: 62.10.205.21

Document e-signed by Ruby Crews (racrews@santafenm.gov)
Signature Date: 2026-05-05 - 5:53:48 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-05-05 - 5:53:48 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2025

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Risk Services	
Poms & Associates Insurance Brokers CA License #0814733 4500 Park Granada #206 Calabasas, CA 91302	PHONE (A/C, No, Ext): (800) 578-8802	FAX (A/C, No): (818)449-9449
	E-MAIL ADDRESS: rservices@pomsassoc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Mexico Public Schools Insurance Authority	99803
INSURED New Mexico Public Schools Insurance Authority Member: Santa Fe Public Schools 4110 Old Taos Highway Santa Fe, NM 87501	INSURER B : SAFETY NATIONAL	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MOC NO L0028	07/01/2025	07/01/2026	EACH OCCURRENCE	$ Tort Limit
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Tort Limit
							MED EXP (Any one person)	$ Tort Limit
							PERSONAL & ADV INJURY	$ Tort Limit
							GENERAL AGGREGATE	$ Tort Limit
							PRODUCTS - COMP/OP AGG	$ Tort Limit
							Maximum Liability	$ 1,050,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Maximum Liability	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SP4066664	07/01/2025	07/01/2026	[X] PER STATUTE [ ] 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
							Each Occurrence Maximum Liability	

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary.
Work based learning student internships.

CERTIFICATE HOLDER

City of Santa Fe Office of Economic Development
200 W De Vargas St
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01) © 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	New Mexico Public Schools Insurance Authority
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations
Professional Liability
Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
$400,000 Bodily Injury Per Person
$200,000 Property Damage Per Property Address
$300,000 Medical
$750,000 Per Occurrence (excluding Medical)
$1,050,000 Combined Limit/Maximum Liability

© 2008 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

CITY OF SANTA FE

The Purchasing Memo

Date: January 16, 2025

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

From: Lizzy Portillo, Economic Dev. Specialist; Johanna Nelson, Director Office of Economic Development

Via: Johanna Nelson, Director Office of Economic Development Johanna Nelson (Jan 17, 2025 15:36 MST)

Subject: Santa Fe Public Schools (SFPS) Work Based Learning (WBL) One Time Funding

Vendor Name: Santa Fe Public Schools

Munis Vendor Number: 1523

ITEM AND ISSUE:

The Office of Economic Development respectfully requests your review and approval of a Professional Services Contract in the total amount of $1,200,000.00 not to exceed, for the Santa Fe Public Schools Work Based Learning Internship Programming for a term of four years through February 2029 with the Santa Fe Public Schools.

CONTRACT NUMBER:

The FY25 Munis contract number is: #3250347

BACKGROUND AND SUMMARY:

The Office of Economic Development has been awarded One-Time Funding to continue support for the Santa Fe Public Schools Work-Based Learning Internship Programing. Previously funded through the American Rescue Plan Act (ARPA) federal funding, this program has received an additional $1,200,000 allocation of One Time Funding. This professional services contract will ensure continuation of mentorship, job training, and other critical services for high school students, including those at high risk of suspension or expulsion. Key program components include business outreach, support staff, supplies, event support, student mentoring, soft skills and life skills training, internship placements, and paid internships. Economic impact reporting for this project will be required on a quarterly basis.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: [212 ED General Fund]

Munis Org Name/Number: [Economic Development Operations/2122800]

Munis Object Name/Number: [Professional Contracts/510300]

Budget Officer / Designee: Andy Hopkins **Date:** Jan 17, 2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

The procurement method for this is exempt, the vendor is The Santa Fe Public Schools and has SOW has been determined to be professional services.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Jan 22, 2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Memo
Professional Services Contract
Procurement document: Exemption Determination/Email
CPO Service Determination Email
Horizons Decline
Certificate of Insurance

Item #: 25-0054

Munis Contract #: 3250347

SWPA/GSA/Coop/RFP/ITB#: Exempt

24-25-820-198-1

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-98; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

Screen, select, and place Santa Fe Public School (SFPS) junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates. Report quarterly on outcomes, metrics, and deliverables.

1. Intern Placement Services:
    a. Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.
    b. Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.

2. Professional Support Staff:
    a. Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates.
    b. Organize and conduct employability skills trainings for interns to develop essential workplace competencies.
    c. Coordinate interview events to connect interns with potential employers.
    d. Conduct regular visits to internship sites to monitor progress and provide support as needed.

e. Assist in the review of all SFPS WBL invoices and all supporting documentation sent to The City for payment.
f. Conduct business outreach as needed for opportunities for WBL internships
g. Undertake other administrative duties essential to program operations and effectiveness.

3. Events and Supplies Management:
    a. Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings.
    b. Procure necessary supplies and materials to support internship activities and events.

4. Metrics and Performance Measures:
    a. Intern Placement Success: 80% of interns successfully placed in industry internships.
    b. Completion Rate: 80% of interns completing their internship assignments.
    c. Employer Satisfaction: Bi-annual feedback from employers regarding interns' performance and preparedness.
    d. Event Participation: 90% of interns attending program events.
    e. Provide number of events hosted
    f. Provide number of site visits conducted

5. Billing Structure:
    a. The total cost for the services outlined in the Scope of Work will be $1.2 million, billed in increments upon completion of deliverables. .
    b.

City of Santa Fe Office of Economic Development OED: Santa Fe WBL One Time Funding Project			
Categories for Payment - Deliverables	**SOW**	**Metrics**	**Reporting Due**
Paid internships for Juniors and Seniors + Benefits	• Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries. • Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.	• Intern Placement Success: 80% of interns successfully placed in industry internships. • Completion Rate: 80% of interns completing their internship assignments.	Quarterly

Support Staff + Benefits	• Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates. • Organize and conduct employability skills trainings for interns to develop essential workplace competencies. • Coordinate interview events to connect interns with potential employers. • Conduct regular visits to internship sites to monitor progress and provide support as needed. • Undertake other administrative duties essential to program operations and effectiveness. • Assist in the review of all SFPS WBL invoices and all supporting documentation sent to The City for payment.	• Intern Placement Success: 80% of interns successfully placed in industry internships. • Completion Rate: 80% of interns completing their internship assignments. • Provide number of invoices reviewed for SFPS WBL • Provide number of site visits conducted	Quarterly
Supplies & Events	• Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings. • Procure necessary supplies and materials to support internship activities and events.	• Event Participation: 90% of interns attending program events. • Provide number of events hosted in quarter	Quarterly

6. Internships at City of Santa Fe:
    a. The City agrees to provide summer and/or school year internships to SFPS students, based on current capacity needs.

7. FERPA Requirements:
    a. The City agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g; 34 CFR Part 99.

8. Criminal Background Check
    a. For any individual providing services pursuant to the City's explicit or implicit direction or permission, the City shall make one of the following warranties, in compliance with Megan's law and §22-10A-5 NMSA 1978 of the School Personnel Act:
    Either: By this signature _____ Alan Webber (Feb 24, 2025 17:05 MST)_____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR By this signature _____ Alan Webber (Feb 24, 2025 17:05 MST)_____, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:
        i. Performance of an internet search on the individual; and
        ii. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.]

2. **Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Work Based Learning internships for Santa Fe Public Schools High School Students for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. **Compensation**

.A. The City shall pay to the Contractor for services satisfactorily performed a total of one million two hundred thousand dollars ($1,200,000) ~~,~~ such compensation is not to exceed ($1,200,000), excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($1,200,000.00).**

B. Payment. The total compensation under this Agreement shall not exceed one million two hundred thousand **$1,200,000** excluding New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

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

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

4. **Term**

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

5. **Termination**

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

material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

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

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

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

6. Appropriations

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

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

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

15. Entire Agreement.

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

16. Merger

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

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

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

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

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

23. Records and Financial Audit

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

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition

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

26. Enforcement of Contract

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

27. Notices

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

To the City: Johanna Nelson, 123 E Marcy St Suite 205 Santa Fe, 87504, jcnelson@santafenm.gov

To the Contractor: Jose Villarreal, 1300 Camino Sierra Vista, Santa Fe, NM 87505, jvillarreal@sfps.k12.nm.us

28. Authority

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

29. Non-Collusion

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

30. Default/Breach

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

31. Equitable Remedies

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

32. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to,

acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

APPROVED BY SFPS:

01 - 15 - 25

PETER MCWAIN, EXECUTIVE DIRECTOR CURRICULUM & INSTRUCTION

1/16/25

VANESSA ROMERO, DEPUTY SUPERINTENDENT OF TEACHING & LEARNING

1/15/25

JOSHUA GRANATA, GENERAL COUNSEL

1/16/25

BEVERLY AGUILAR, DEPUTY CHIEF FINANCIAL OFFICER

HILARIO "LARRY" CHAVEZ, SUPERINTENDENT OF SCHOOLS

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

CITY OF SANTA FE:

Alan Webber (Feb 13, 2025 12:57 MST)

ALAN WEBBER, MAYOR

CONTRACTOR:
Santa Fe Public Schools

Peter McWain

PETER McWAIN,
EXECUTIVE DIRECTOR OF
CURRICULUM AND INSTRUCTION

DATE: Jan 15, 2025
NMBTIN#: 01-505-914-0006

ATTEST:

ANDREA SALAZAR (Feb , 2025 13:30 MST)

ANDRÉA SALAZAR, CITY CLERK
GB MTG 02/12/2025 XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jan 15, 2025 16:35 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

SANTA FE PUBLIC SCHOOLS
ROUTING SLIP

Initiated by: Peter McWain Phone: 505-467-2569 Date: 1/16/2025 Rec'd. by: Marie Gutierrez

SFPS Contract Number: 24-25-820-198-1 Dept./School Name: Curriculum & Instruction
(Fiscal Year-Dept. Code-Agreement #-Type of Contract)

Contractor Name: City of Santa Fe $1,200,000.00 (Incoming Money)

WHEN YOU RECEIVE A PSA, SERVICES CONTRACT, MOU, OR ADDENDUM PLEASE ROUTE ACCORDINGLY

(Person reviewing document should hand-deliver document to next person on the routing slip for review).

Please Keep the Routing Sheet Attached to Original Contract.

PERSON RECEIVING DOCUMENT		INITIALS	DATE
1. **TO: Business Services** (An Agreement number will be assigned, a blue routing slip will be attached, and forwarded to the appropriate Accountant). _X_ Complete Contract: Date, Scope of Services & Compensation. _X_ Comply with Megan's Law. _X_ Comply with Disclosure of Contributions _X_ Contractor's Signature		CRC	1/16/25
2. **TO: Appropriate Accountant** in Business Services for approval & initials for funding source, line item & budget. Accountant will give to CFO to sign off for Business Services.(Business Services will forward to appropriate Executive Team Member).		MB MB	1/16/25
3. **TO:** · Chief Financial Officer, **OR** · Deputy Superintendent, **OR** · Associate Superintendent, **OR** · Chief Operations Officer, **OR** · HR Director	* **AND** Technology Director: if technology is involved. (Technology includes: phones, surveillance equipment computer systems, software, etc.)		
		VR see signature page RM see signature page	1/16/25
4. **TO: Superintendent Office** (when more than $60,000) or Designee for review.		HC see signature page	
5. **TO: Board of Education for approval** (when over $60,000). **For Approval at the _____ Board Meeting** (Date) ☐ **Approved** ☐ **Not Approved**		NA	
6. **TO:** Appropriate Executive Team Member's office will route back to Business Services/Contracts to scan and e-mail to Initiator			
7a. **TO: Initiator** to attach contract with a requisition in the iVisions System for the purchase order processing. ***Please reference the contract # on all requisitions.***			
7b. **TO: Initiator:** (If requisition is *not* required). The Initiator obtains the Contractor's signature & returns the signed original to: Business Services Office; Copies to: Contractor & Initiator. **OR** If PTO/PTC Contract: The Initiator obtains the PTO/PTC President/Vice President's signature & returns the signed original to: Business Services Office; Copies to: PTO/PTC, Initiator and Human Resources.			
8. Original contract and Routing Slip will remain in Business Services/Contract Office. Initiator may obtain copy of contract through iVisions to copy for Contractor			
COMMENTS:			

City of Santa Fe, New Mexico
memo

Date: December 12, 2024

To: Travis Dutton-Leyda, Chief Procurement Officer

Via: Johanna Nelson, Economic Development Director

From: Elisa Portillo, Economic Development Specialist

Subject: Exemption Determination Request, SF Public Schools WBL

Vendor: Santa Fe Public Schools

Exempt: NMSA 1978, Section 13-1-98 (A) City and SF Public Schools

---

Economic Development Department respectfully request exempt determination using NMSA 1978, Section 13-1-98 (A) to be approved by the City's Chief Procurement Officer (CPO), Travis Dutton-Leyda, for robust scope of work (SOW) summarized below:

The City will work directly with Santa Fe Public Schools (SFPS) to screen, select, and place junior and senior high school students in high-value industry internships. Key services include identifying and matching students with opportunities, managing work-based learning (WBL) systems, conducting employability skills training, organizing events, and ensuring program success through metrics such as placement success and completion rates. The program has a $1.2 million budget, billed quarterly, with internships offered based on the City's capacity needs. Compliance with FERPA and stringent background checks ensures a safe environment, with clear safeguards against unsupervised access by individuals with felony convictions or registration as sex offenders.

Term: December 12, 2024 - June 2025

Approved Exemption

12/12/24

Travis Dutton-Leyda, Chief Procurement Officer

PORTILLO, ELISA M.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Sunday, December 8, 2024 8:46 PM
To: PORTILLO, ELISA M.
Cc: Purchasing DET; NELSON, JOHANNA C.
Subject: Re: Request for Determination: One Time Funding for Highschool Internships

Follow Up Flag: Follow up
Flag Status: Flagged

Good evening,

This is professional.

Thank you.

Regards,

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

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

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

> On Dec 2, 2024, at 12:05 PM, PORTILLO, ELISA M. <emportillo@santafenm.gov> wrote:
>
> Good Afternoon,
>
> Please provide a determination on the following SOW utilizing One time Funds for Internship Programming for highschool students.

Objective:
Screen, select, and place SFPS junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates.

Key Responsibilities:

1. Intern Placement Services:
  - Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.
  - Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.

2. Professional Support Staff:
  - Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates.
  - Organize and conduct employability skills trainings for interns to develop essential workplace competencies.
  - Coordinate interview events to connect interns with potential employers.
  - Conduct regular visits to internship sites to monitor progress and provide support as needed.
  - Undertake other administrative duties essential to program operations and effectiveness.

3. Events and Supplies Management:
  - Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings.
  - Procure necessary supplies and materials to support internship activities and events.

Metrics:
- Intern Placement Success: 80% of interns successfully placed in industry internships.
- Completion Rate: 80% of interns completing their internship assignments.
- Employer Satisfaction: Bi-annual feedback from employers regarding interns' performance and preparedness.
- Event Participation: 90% of interns attending program events.

Billing Structure:
- The total cost for the services outlined in the Scope of Work will be $1.2 million, billed in quarterly increments of $400,000, with the first payment beginning on December 1, 2024, and the final payment due on June 1, 2025.

Internships at City of Santa Fe
The City agrees to provide summer and/or school year internships to SFPS students, based on current capacity needs.

1. The City agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g; 34 CFR Part 99.

CRIMINAL BACKGROUND CHECK

For any individual providing services pursuant to the City's explicit or implicit direction or permission, the City shall make one of the following warranties, in compliance with Megan's law and §22-10A-5 NMSA 1978 of the School Personnel Act.

1. By this signature _____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR
2. By this signature _____, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:
   a. Performance of an internet search on the individual; and
   b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

Happy to answer any questions. Thank you for your time.

Respectfully,

Lizzy Portillo
Economic Dev. Specialist
(505)531-7901
City of Santa Fe
Office of Economic Development

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

PORTILLO, ELISA M.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Monday, December 2, 2024 12:15 PM
To: PORTILLO, ELISA M.
Cc: NELSON, JOHANNA C.
Subject: Re: Request for Determination: SOW for High School Internships

Follow Up Flag: Follow up
Flag Status: Flagged

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

Good afternoon Elisa.

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

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

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

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, Dec 2, 2024 at 12:07 PM PORTILLO, ELISA M. <emportillo@santafenm.gov> wrote:

> Good Afternoon Matt,

I hope you are well.

Please provide a determination on the following SOW utilizing One time Funds for Internship Programming for high school students.

Objective:

Screen, select, and place SFPS junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates.

Key Responsibilities:

1. Intern Placement Services:

- Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.

- Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.

2. Professional Support Staff:

- Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates.

- Organize and conduct employability skills trainings for interns to develop essential workplace competencies.

- Coordinate interview events to connect interns with potential employers.

- Conduct regular visits to internship sites to monitor progress and provide support as needed.

- Undertake other administrative duties essential to program operations and effectiveness.

3. Events and Supplies Management:

- Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings.

- Procure necessary supplies and materials to support internship activities and events.

Metrics:

- Intern Placement Success: 80% of interns successfully placed in industry internships.

- Completion Rate: 80% of interns completing their internship assignments.

- Employer Satisfaction: Bi-annual feedback from employers regarding interns' performance and preparedness.

- Event Participation: 90% of interns attending program events.

Billing Structure:

- The total cost for the services outlined in the Scope of Work will be $1.2 million, billed in quarterly increments of $400,000, with the first payment beginning on December 1, 2024, and the final payment due on June 1, 2025.

Internships at City of Santa Fe

The City agrees to provide summer and/or school year internships to SFPS students, based on current capacity needs.

- The City agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g; 34 CFR Part 99.

CRIMINAL BACKGROUND CHECK

For any individual providing services pursuant to the City's explicit or implicit direction or permission, the City shall make one of the following warranties, in compliance with Megan's law and §22-10A-5 NMSA 1978 of the School Personnel Act.

1. By this signature _____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR

2. By this signature _____, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:

a. Performance of an internet search on the individual; and

b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

Thank you for your time.

Respectfully,

Lizzy Portillo

Economic Dev. Specialist

City of Santa Fe

Office of Economic Development

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/21/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If 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 **Poms & Associates Insurance Brokers** **CA License #0814733** **4500 Park Granada #206** **Calabasas, CA 91302**	**CONTACT NAME:** Risk Services **PHONE (A/C, No, Ext):** (800) 578-8802 **FAX (A/C, No):** (818)449-9449 **E-MAIL ADDRESS:** rservices@pomsassoc.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : New Mexico Public Schools Insurance Authority	N/A
INSURED **New Mexico Public Schools Insurance Authority** **Member: Santa Fe Public Schools** **4110 Old Taos Highway** **Santa Fe, NM 87501**	**INSURER B : Safety National**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [ ] OCCUR [X] [X] Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MOC NO L0027	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Maximum Liability	$ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ 1,050,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Maximum Liability	
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
							Each Occurrence Maximum Liability	

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. Cert Holder is additional insured if required by written contract. General Liability Retention=$750K.

Re: Use of Parks and other facilities.

CERTIFICATE HOLDER

City of Santa Fe

,

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	New Mexico Public Schools Insurance Authority
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** **: Notes**

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
$400,000 Bodily Injury Per Person
$200,000 Property Damage Per Property Address
$300,000 Medical
$750,000 Per Occurrence
$1,050,000 Combined Limit/Maximum Liability

© 2008 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

URGENT - SFPS One Time Funding INTERNSHIP PROGRAM

Final Audit Report 2025-01-24

Created:	2025-01-17
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArSDpzMfCv3zoqwmS5AH7Tmzzwg7gDRAe

"URGENT - SFPS One Time Funding INTERNSHIP PROGRAM " History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2025-01-17 - 10:33:25 PM GMT- IP address: 97.182.130.56

Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature
2025-01-17 - 10:36:10 PM GMT

Email viewed by Johanna Nelson (jcnelson@santafenm.gov)
2025-01-17 - 10:36:32 PM GMT- IP address: 104.47.64.254

Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)
Signature Date: 2025-01-17 - 10:36:46 PM GMT - Time Source: server- IP address: 216.207.130.218

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-01-17 - 10:36:48 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-01-17 - 10:55:40 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-01-17 - 10:57:54 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-01-17 - 10:57:56 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-01-21 - 4:58:27 AM GMT- IP address: 172.225.108.151

Powered by Adobe Acrobat Sign

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-01-22 - 3:33:27 PM GMT - Time Source: server- IP address: 98.97.112.124

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-01-22 - 3:33:30 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-01-24 - 7:54:30 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-01-24 - 8:02:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-01-24 - 8:02:13 PM GMT

GB,_F,_QoL_-_Santa_Fe_Public_Schools_-_Exempt_-_25-0054_(Contract#3250347)_-_Amendment_#1

Final Audit Report 2026-05-22

Created:	2026-05-20
By:	AP (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdRRJUR13P-lfjI5O1SYPQ5pdwl6vboOV

"GB,_F,_QoL_-_Santa_Fe_Public_Schools_-_Exempt_-_25-0054_(Contract#3250347)_-_Amendment_#1" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-05-20 - 1:55:00 PM GMT- IP address: 63.232.20.2

Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-05-20 - 1:57:10 PM GMT

Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP
2026-05-20 - 1:57:39 PM GMT- IP address: 63.232.20.2

Form filled by AP (aeperez@santafenm.gov)
Form filling Date: 2026-05-20 - 1:57:41 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-05-20 - 1:57:44 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-05-20 - 4:49:16 PM GMT- IP address: 104.47.64.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-05-20 - 4:56:49 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-05-20 - 4:56:52 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-05-20 - 4:59:56 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2026-05-22 - 2:51:48 PM GMT - Time Source: server- IP address: 153.66.23.125 - Signature Appearance Selected: IMAGE

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature

2026-05-22 - 2:51:51 PM GMT

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)

Signature Date: 2026-05-22 - 5:30:05 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.

2026-05-22 - 5:30:05 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: May 27, 2026

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

From: Kristen Woods, Youth and Family Services Program Manager KRISTEN WOODS (May 27, 2026 13:50:17 MDT)

Via: Sandra Emory, Community Services Department Director Sandra Emory

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Marcella Apodaca, Community Services Business Operation Manager Marcella Apodaca

Justin Gonzales, Youth and Family Services Project Administrator Justin Gonzales

Subject: Contract Amendment No. ~~2~~ 1 to for Operations of Shelter Management

Vendor Name: Urban Alchemy

Munis Vendor Number: 9716

ITEM AND ISSUE:

Request for Approval of Amendment No. ~~2~~ 1 to Professional Services Contract 25-0217 With Urban Alchemy to Increasing the Amount of Compensation by $522,000 for the New Total Amount of $2,020,303 for Shelter Operations of Homeless Services. (Kristen Woods, Youth and Family Services Program Manager, krwoods@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis contract number is 3250623.

BACKGROUND AND SUMMARY:

The City of Santa Fe ('City') is procuring an operator for low-barrier, 24-hour shelter, serving up to 75 adults who are experiencing homelessness. This 12-month contract intended to stabilize operations while the City evaluates, maintain site safety and dignity, and connect guests with services and housing pathways. The shelter will be located at 2801 Cerrillos Road and the emergency procurement will:

- Prevent immediate harm to residents and the community by restoring safety and structure
- Preserve shelter capacity with no gap in service
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Health and Human Services/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/28/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

Emergency NMSA 1978, Section 13-1-127 - The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

- Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.
- In the first four months of 2025 alone, SFPD has conducted 618 proactive actions at the site (e.g., close patrols, traffic stops).
- Santa Fe Fire Department responded to 583 calls in 2024 and 243 in early 2025. These include overdoses, injuries, and other emergencies totaling over $3.4M in public cost over two and a half years. Constituent Services, from 2022-2025, reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.
- At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and $1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 05/28/2026

AP (May 28, 2026 11:27:33 MDT)

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions:

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

Approval: _____Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ Title:_____ Date: _____

Comment/Exceptions:_____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number:_____

Approval:_____Title:_____Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Original contract packet (with previous contract amendments)

CITY OF SANTA FE

CITY OF SANTA FE

AMENDMENT No. 1 TO

Contract # 3250623

Original City Clerk Item Number: 25-0217

Aid in providing resources to recently homeless individuals

This AMENDMENT No. 1 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 6/17/2025 (the "Contract"), between the City of Santa Fe (the "City") and Urban Alchemy. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECTIALS

A. Under the terms of the Contract, Contractor has agreed to provide resource aid to recently homeless individuals.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3 of the Contract is amended to increase the amount of compensation by a total of $522,000, so that Article 3 reads in its entirety as follows:

A. Payment. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one million eight hundred sixty-seven thousand four hundred and eight dollars and ninety cents ($1,867,408.90) for the services described in the scope of work. The amount payable to the Contractor under this Agreement is inclusive of gross receipts tax (“GRT”) and expenses. The GRT rate levied on this contract is 8.1875% equaling $152,894.10.The not to exceed total compensation on this Contract is $2,020,303.00.

2. NOTICES

Article 28 of the contract shall be deleted in its entirety and replaced with the following. Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Community Services Admin Youth and Family Services Division 119 E Marcy Street Santa Fe, NM 87501 505-955-6678	**To the Contractor:** Urban Alchemy Chief Executive Officer Dr. Lena Miller PO Box 425509, San Francisco, CA 94142 lenam@urban-alchemy.us

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

3. CONTRACT IN FULL FORCE

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

MICHAEL GARCIA, MAYOR

CONTRACTOR:

URBAN ALCHEMY

Lena Miller (May 12, 2026 13:43:27 PDT)

LENA MILLER, CHIEF EXECUTIVE OFFICER

DATE: May 12, 2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Ruby Crews (May 12, 2026 14:46:46 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (May 28, 2026 16:37:25 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Urban Alchemy Amendment 1_CoSF

Final Audit Report 2026-05-12

Created:	2026-05-04
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN8k3moNYyBv3IfFS5wtoROUI0-OCi8xp

"Urban Alchemy Amendment 1_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-05-04 - 8:17:56 PM GMT- IP address: 63.232.20.2

Document emailed to Lena Miller (lenam@urban-alchemy.us) for signature
2026-05-04 - 8:18:32 PM GMT

Email viewed by Lena Miller (lenam@urban-alchemy.us)
2026-05-04 - 9:23:37 PM GMT- IP address: 74.125.209.68

Email viewed by Lena Miller (lenam@urban-alchemy.us)
2026-05-06 - 5:14:56 PM GMT- IP address: 66.249.84.98

Email viewed by Lena Miller (lenam@urban-alchemy.us)
2026-05-08 - 8:30:46 PM GMT- IP address: 66.249.84.109

Email viewed by Lena Miller (lenam@urban-alchemy.us)
2026-05-10 - 8:26:17 PM GMT- IP address: 66.249.84.100

Email viewed by Lena Miller (lenam@urban-alchemy.us)
2026-05-11 - 4:57:01 PM GMT- IP address: 66.249.84.101

Email viewed by Lena Miller (lenam@urban-alchemy.us)
2026-05-12 - 8:38:06 PM GMT- IP address: 66.249.84.99

Document e-signed by Lena Miller (lenam@urban-alchemy.us)
Signature Date: 2026-05-12 - 8:43:27 PM GMT - Time Source: server- IP address: 23.93.108.47 - Signature Appearance Selected: MOBILE_DRAW

Document emailed to Ruby Crews (racrews@santafenm.gov) for signature
2026-05-12 - 8:43:29 PM GMT

Email viewed by Ruby Crews (racrews@santafenm.gov)
2026-05-12 - 8:44:14 PM GMT- IP address: 104.47.65.254

Powered by Adobe Acrobat Sign

Document e-signed by Ruby Crews (racrews@santafenm.gov)

Signature Date: 2026-05-12 - 8:46:46 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Agreement completed.

2026-05-12 - 8:46:46 PM GMT

Powered by
Adobe
Acrobat Sign

OpenGov + Create

Back to All Requests

Homelessness – Agape House Operations - 3250623

2026-686-Request

Status:	Amount:	Last Action:
Closed	**$2,020,303.00**	**Final Approval Received**

Actions

Fully Approved

Approved On
5/26/2026

EMERGENCY REQUEST AND DETERMINATION

Name of Request
Homelessness – Agape House Operations - 3250623

Created On
04/14/2026

Summary of Request
Requesting to create an amendment to specify funding needs and adjustment for operations

No Background or Category Codes

Requestor
JG Justin Gonzales

Approval Group
Community Service Admin

Creator
JG Justin Gonzales

Desired Delivery Date
05/05/2026

Fiscal Year
FY26

Purchase Details

Total Budget Amount
$2,020,303.00

Vendor Selection

No vendor selected at this time.

Emergency Assessment

Department Contact:
Lia Salaverry, Kristen Woods, Justin Gonzales

Email:
lasalaverry@santafenm.gov, krwoods@santafenm.gov, jmgonzales@santafenm.gov

Phone Number

505-955-6678

Description of Goods/Service to be Procured:
shelter operations

Quantity of the Goods or Service
12 Months

Type of Good or Service
Professional Services

Emergency Justification:
Health or Safety of Any Persons

Term of Contract (Emergency)
1 year

Conversion:
To Contract

Vendor Name
Urban Alchemy

Vendor's Address
255 Golden Gate Ave. San Francisco, CA 94102

Vendor's Email Address
lenam@urban-alchemy.us

Scope of Work (Emergency)
Scope of Work
The Contractor shall provide the following services for the City:
A. Operate a low-barrier, 24-hour shelter at 2801 Cerrillos Road serving up to 100 adults[CJ1.1][SL1.2][CJ1.3] who are experiencing homelessness (Shelter).
B. Stabilize shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility.
C. Ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways.

D.
Facility and Operations Requirements
a) Staff the Shelter 24 hours a day, 7 days a week, and provide at least two meals per day onsite.
b) Fully staff across all three shifts (day, swing, night), including supervisors, direct care practitioners, and support staff with a minimum of 3 staff per shift.
c) Recruit locally based employees.
e) Allow guests to remain onsite during the day, with access to meals, restrooms, and hygiene services.
f) Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT and utilize these platforms for data capture in compliance with HUD and CoC standards.
g) Ensure ADA accessibility and accommodate guests with pets, belongings, and/or disabilities.
h) Maintain a secure storage system for guests' personal items, medications, and bicycles.
i) Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on guest outcomes.
j) Provide Low-barrier shelter access to persons seeking entry to the shelter, without restricting access due to any of the following factors:

- Income
- Criminal history background
- Outside use of drugs/alcohol
- Need to have support animals in shelter

k) Practice Harm Reduction

- Use Harm Reduction activities and services with participants engaged in substance use, including but not testing for drugs and alcohol.
- Prohibit smoking in all physical structures and designate restricted areas.
- All staff must be trained in Narcan administration and other life-saving measures

l) Use Crisis Intervention and De-Escalation

• Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.

m) Follow Housing First

•Provide housing case-management to all guests staying in Shelter

•Emphasize strategies for appropriate diversion from shelter

n) Compliance with City Direction: The service provider shall comply with all City-directed mediation, escalation, and corrective actions in response to any identified issues, complaints, or performance concerns, and will participate in good faith in all resolution processes as required by the City.

E. Data, Coordination, and Accountability

Participate in meetings scheduled by City representatives on a regular, and as-needed basis. Meet with City staff from Community Services on a monthly cadence to review program outcomes and progress. Participate in City initiatives, including data and service coordination, as requested by the City. Schedule site-visits as requested by City Staff.

F. Compliance and Performance Metrics

Adhere to all City, State, and federal requirements related to shelter operations, data privacy, and non-discrimination. Required City performance metrics include the following and shall be submitted in three formats: 1) one-time information provided to the City within the first month of the contract execution date, 2) monthly reporting metrics provided to the city by no later than the first of each month, after the contract execution date, and 3) weekly summary reports provided to the City by no later than 12pm each Friday for the duration of the contract period.

One-time information provided to the City should include:

Employment, Training, and Hiring Practices

- Job descriptions and Standard Operating Procedures for all employees on staff. This includes;
  - Credentials and qualifications required for positions
  - Titles, pay rates, and other employment verification information
- Any staff training and operational materials, including relevant policies, SOPs, and documentation of training completion
- Established procedures and schedules for routine site checks and monitoring (e.g., restrooms/port-a-pottys, common areas, perimeter)
- Overview of staff training procedures for Narcan administration and other life-saving measures

Site Operations, Policies and Training

- SOP for receiving, documenting, and responding to client and community concerns
- Routine site monitoring and maintenance procedures (e.g., cleanliness, safety checks, and facility inspections at defined intervals)
- Guest Code of Conduct, including all related guidelines and Standard Operating Procedures (SOPs) governing guest behavior and escalation procedures.
- Good Neighbor Agreements (if applicable)
- Public facing contact information for how to reach shelter staff in emergencies
- Program details outlining transportation options and services provided to guests

Weekly reports must include the following:

Utilization & Capacity

- Average occupancy rate
- Total number of unique clients served
- Bed utilization rate (target: >85%)

Service Engagement

- Number of guests connected to services, including:
  - Number of individuals enrolled in case management
  - Number of individuals receiving specific services and/or benefits
  - Number of individuals who obtained vital documents (ID, birth certificate, SS card, etc.)
  - Number of individuals connected to employment services
  - Number of individuals referred to domestic violence services
  - Number of individuals referred to Referrals to substance use services
  - Number of Narcan distributed

Housing & Navigation Outcomes

- Number and percentage of guests exiting the Shelter to stable alternatives (positive exits), including:
  - Number and percentage exiting to permanent housing
- Number of guests enrolled in the Homeless Management Information System (HMIS)
- Number of guests enrolled in CONNECT(when possible)
- Percentage of guests connected to the Coordinated Entry System (CES), including completion of VI-SPDAT assessments

Demographics

- Basic guest intake data, including demographics (race, gender, age, disability/medically vulnerable, and other relevant identifiers)
- Support all constituents regardless of Race, Sex, Gender expression, disability status, etc.

Oasis Data

- Utilization & Reach
  - Total unique visitors to the Oasis (weekly)
  - Average daily unique visitors
  - Total visits (including repeat/duplicated visits)
- Service Engagement
  - Basic needs supports provided (e.g., food/snacks, water, coffee)
  - Information and referral services provided (e.g., service provider information, navigation support)
  - Service plans created
- Referrals to Services (by Category)
  - Behavioral Health & Medical:
    - Referrals to substance use services
    - Referrals to sobering center
    - Narcan distributed
  - Housing & Shelter:
    - Referrals to Coordinated Entry / housing assessment
    - Referrals to shelter or shelter waitlist
  - Social & Stabilization Services:
    - Referrals to care coordination (e.g., Agape or similar)
    - Referrals to employment services
    - Referrals to domestic violence services

Monthly Reports

In addition to these data metrics collected on a weekly basis, the City requests that the following performance metrics be included in Monthly Reports and shall be submitted by the first of each Month for the contract period:

- General site and program updates, including program events, new or expanded services, partnerships and coordination with the broader community and service provider network, volunteer engagement opportunities (if applicable), wins and other notable activities or initiatives.
- Contractor shall document and maintain records of all guest and facility incidents. Contractor shall provide the City with reports limited to overdose incidents and any incidents requiring contact with emergency responders (Police, Fire, or EMS).
- Safety and cleanliness indicators (including efforts toward bed bug mitigation, regular cleaning protocols, and related facility maintenance practices.)
- Staff training activities, opportunities, and associated outcomes
- Contractor shall conduct at least one (1) guest survey and one (1) neighbor feedback survey every six (6) months during the term of the contract and include the results in the corresponding monthly report.

G. Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance

- Implement professional security measures, both inside and around the facility.
- Ensure the Shelter is not contributing to blight conditions or illicit activity.
- Conduct regular trash pickup and exterior maintenance.
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness.
- Establish and publicize a public-facing complaint and response protocol for neighborhood concerns.
- Contractor shall proactively coordinate with the City to identify, scope, and budget for all non-capital repairs and ongoing maintenance necessary to ensure the Shelter's structural integrity, safety, and functionality. Contractor shall provide regular updates on facility conditions and anticipated maintenance needs, including advance notice of any issues requiring repair. All scopes of work and associated budgets must be reviewed and approved in writing by the City's Facilities Team and Community Services representatives prior to the commencement of any work.

This responsibility includes, but is not limited to, servicing HVAC systems, repairing plumbing, maintaining life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and exterior systems.

G. Site Relocation Plan for Residents

Develop a client relocation plan for the closure of the Current Location and potential relocation at a new location, including a phased intake process as needed. This includes targeted case management for individuals to assist in their transition to permanent housing, alternative shelter or other positive outcomes and service placements. The City will be primarily responsible for overarching plans regarding the specific service model, relocation site, and other programmatic logistics involved with the phase out of the 2801

Cerrillos location.

- Actively engage and participate in the transition from the current shelter to a new facility by leading client engagement and noticing with trauma-informed practices in collaboration with City staff's input.

Detailed Justification:

The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.

In the first four months of 2025 alone, SFPD has conducted 618 proactive actions at the site (e.g., close patrols, traffic stops).

Santa Fe Fire Department responded to 583 calls in 2024 and 243 in early 2025. These include overdoses, injuries, and other emergencies totaling over $3.4M in public cost over two and a half years.

Constituent Services, from 2022-2025 ,reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.

At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and $1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

Measures to Minimize the Duration and Impact of the Emergency Procurement

This emergency procurement is limited to a 14-month term to allow for immediate stabilization while the City conducts a feasibility review of the site and develops a long-term plan for shelter operations.

During the emergency term, the City will:

- Conduct an evaluation of whether 2801 Cerrillos Road is an appropriate long-term shelter location
- Explore alternative locations or potential redevelopment opportunities for community serving uses
- Develop and issue a competitive procurement (or use a cooperative agreement) for a permanent shelter operator during the emergency contract period

These steps are intended to ensure accountability, improve long-term outcomes, and prevent future reliance on emergency procurement under similar circumstances.

The Community Health and Safety Department will coordinate a feasibility study regarding transitioning the shelter from its current location into an area that can better serve its needs and mitigate impacts to surrounding areas.

The City will either release an RFP for a new permanent operator or procure services using another non-emergency method, such as cooperative agreement or an existing contract.

Future Steps to Prevent Similar Emergency Procurements

The Community Health and Safety Department is taking several steps to reduce reliance on emergency procurement moving forward. These include:

Building formalized contingency plans for shelter operations and emergency protocols for operator transitions.

Increasing interdepartmental coordination and data-sharing to monitor public safety and public health indicators in real time.

These strategies aim to improve operational resilience and ensure that future service transitions can be handled through standard procurement methods with minimal disruption.

Attachments

Uploaded Documents

25-0217_Urban_Alchemy_Packet_.pdf

Workflow

✔ Request Submitted

Created By

JG Justin Gonzales

Submitted by Justin Gonzales on 5/21/26 at 3:29pm

Returned on 5/21/26 at 3:06pm

Submitted by Justin Gonzales on 5/1/26 at 8:30am

Returned on 4/16/26 at 12:58pm

Submitted by Justin Gonzales on 4/14/26 at 2:54pm

✔ CPD Analyst Initial Review

Approved

Procurement Analyst Senior

KM Kristy Miera

Approved by Kristy Miera on 5/21/26 at 3:33pm

Approved by Kristy Miera on 5/1/26 at 1:48pm

Rejected by Kristy Miera on 4/16/26 at 12:58pm

> We need a new quote from the vendor to justify the increase of amount and term.

✔ Requesting Department Director

Approved

Director Review

MS Manuel Sanchez

Approved by Manuel Sanchez on 5/21/26 at 4:19pm

Approved by Manuel Sanchez on 5/4/26 at 9:55am

✔ CPO Review

Approved

Chief Procurement Officer (CPO)

Travis Dutton-Leyda

Approved by Travis Dutton-Leyda on 5/21/26 at 5:00pm

Approved by Travis Dutton-Leyda on 5/14/26 at 9:20am

✔ City Attorney

Approved

City Attorney

MM Marcos Martinez

Approved by Marcos Martinez on 5/22/26 at 9:04am

Approved by Marcos Martinez on 5/14/26 at 10:15am

Request to Transfer Contract Funding

From: Melek Totah, CFO

Date: 4-27-26

Agape Shelter Situation:

The Agape Shelter Contract included a statement of work (SOW) for a 24-7 operational Shelter serving 100 guests, with care coordination staff. The current costs to operate until June 17th is $2.0 million to operate (see below chart).

Agape	February YTD	March	April	May	June	Full Year
Budget	1,398,402	175,000	11,942			1,585,344
Overage			165,000	175,000	94,960	434,960
Total	**1,398,402**	**175,000**	**176,942**	**175,000**	**94,960**	**$ 2,020,303**

*Original Budget of $1.5 million plus Interfaith Closeout Costs $87,040.

The corresponding Agape Shelter budget only included a 16-hour operational Shelter for $1.5 million. The discrepancy was raised to the City shortly after Urban Alchemy took over the services in August 2025.

Outreach/Love Situation:

We anticipate the Love/Oasis contract will be underspent by $845,158 due to the deployment of only 1 Oasis and other savings.

Love/Outreach	February YTD	March	April	May	June	Full Year
Original Budget	1,017,272	127,000	127,000	127,000	127,000	1,525,272
Underspend						$ 845,158
Total	**1,017,272**	**127,000**	**127,000**	**127,000**	**127,000**	**$ 2,370,429** *

*Original Budget of $1,928,406 [Outreach of $997,662, 2 Oases of $930,775] plus Department of Workforce Solutions of $442,372.

Proposal:

Our proposal is to move $522,000 in funding from the Love Outreach contract to the Agape Shelter Contract for the fiscal year 25-26. This is made up of $434,960 in additional costs for a 24-7 shelter and coverage of the Interfaith Closeout of $87,040. The only scope change will be to remove the second Oasis from the Love/Outreach contract for the fiscal year 25-26.

URBAN ALCHEMY
981 Howard Street, Ste. 2B
San Francisco, CA 94103

urban-alchemy.us

Background:

The Love/Outreach contract originally included the outreach team and two Oases sites; then additional funding was added from the Department of Workforce Solutions for on call outreach services, taking the total budget to $2.4 million. However, only one Oasis site was deployed resulting in savings of $465,000. In addition, costs were reduced due to staff vacancy. Therefore, we anticipate $845,158 in savings for the fiscal year.

URBAN ALCHEMY
981 Howard Street, Ste. 2B
San Francisco, CA 94103

urban-alchemy.us

Docusign Envelope ID: 39C10F05-382C-4A04-A3E9-A93D4C9373EB

URBAN ALCHEMY

May 23, 2025

Henri M. Hammond-Paul
Director, Community Health and Safety
119 E. Marcy Street, Suite 101
Santa Fe, New Mexico 87501
Hmhammondpaul@santafenm.gov

RE: City of Santa Fe and Urban Alchemy Professional Services Agreement

Dear Mr. Hammond-Paul;

By my signature below, on behalf of Urban Alchemy ("UA" or the "Organization"), I hereby represent and warrant the following with respect to the services as described in the agreement between UA and the City of Sante Fe (the "City") dated on or about May 23, 2025 (the "Agreement"):

1. Organization is duly authorized and registered to do business in the place of performance;
2. Organization is ready, available, capable of and has experience carrying out the services as described in the Agreement (the "Services");
3. Organization agrees to perform and carry out the Services and its responsibilities, obligations, and duties as described in the Agreement in a workmanlike and professional manner in accordance with all applicable standards of the industry;
4. Organization has no known obligation to any third-party which may in any way limit or restrict its ability to perform Services;
5. Organization will faithfully and diligently render the Services pursuant to applicable professional and ethical standards, in accordance with applicable standards of care, and to furnish Services in accordance with applicable laws, the Agreement, City policies and procedures, and additional requirements as reasonably requested by the City.

I the undersigned hereby certify that I am an authorized signatory of Urban Alchemy and am attesting to the representations and warranties contained herein.

DocuSigned by:
Dr. Lena Miller
1DAE632D09A2493...
Dr. Lena Miller, Co-Founder and CEO

Date: 05/23/2025

CITY OF SANTA FE

The Purchasing Memo

Date: May 30, 2025

To: Governing Body and Finance Committee

From: Henri Hammond-Paul, Director, Community Health and Safety Department

Subject: Emergency Shelter Management Contract

Vendor Name: Urban Alchemy

Munis Vendor Number: 9716

ITEM AND ISSUE:

Community Health and Safety Department respectfully requests your review and approval of a service contract in the total amount of $1,498,303 shelter management services for a term of 12 months with Urban Alchemy.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250623.

BACKGROUND AND SUMMARY:

The City of Santa Fe ("City") is procuring an operator for a low-barrier, 24-hour shelter, serving up to 75 adults who are experiencing homelessness. This 12-month contract is intended to stabilize operations while the City evaluates the long-term viability and use of the current facility. The contractor will ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways. The shelter will be located at 2801 Cerrillos Road and the emergency procurement will:

- Prevent immediate harm to residents and the community by restoring safety and structure
- Preserve shelter capacity with no gap in service
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/30/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

- Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.
- In the first four months of 2025 alone, SFPD has conducted 618 proactive actions at the site (e.g., close patrols, traffic stops).
- Santa Fe Fire Department responded to 583 calls in 2024 and 243 in early 2025. These include overdoses, injuries, and other emergencies totaling over $3.4M in public cost over two and a half years.
- Constituent Services, from 2022-2025 ,reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.
- At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and $1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

Chief Procurement Officer (CPO)/Designee: Emily K. Oster **Date:** 05/30/2025

CPO Comment/Exceptions: Finance Director signed on behalf of CPO, CPO OOO

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:

Emergency Determination

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
Emergency Determination Form

The emergency procurement method may only be used as described in NMSA 1978, § 13-1-127 and in the City's Procurement Manual XII.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: **Community Health and Safety, City of Santa Fe**

Department Director: **Henri Hammond-Paul**

Department Contact: **Julie Sanchez**

Department Telephone Number: **505-955-6678**

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. **Name of Contractor: Urban Alchemy**

Address of Contractor: 255 Golden Gate Ave. San Francisco, CA 94102

Amount of prospective contract: $1.5 Million

Term of prospective contract: 14 Months

Location of Services:

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

The City of Santa Fe ("City") is procuring an operator for a low-barrier, 24-hour shelter, serving up to 75 adults who are experiencing homelessness. This 14-month contract is intended to stabilize operations while the City evaluates the long-term viability and use of the current facility. The contractor will ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways. The shelter will be located at 2801 Cerrillos Road and the emergency procurement will:

- Prevent immediate harm to residents and the community by restoring safety and structure
- Preserve shelter capacity with no gap in service
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

The Contractor shall provide the following services for the City:

A. Operate a low-barrier, 24-hour shelter at 2801 Cerrillos Road serving up to 100 adults who are experiencing homelessness (Shelter).

B. Stabilize shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility.

C. Ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways.

D. **Facility and Operations Requirements**

a) Staff the shelter 24 hours a day, 7 days a week, and provide at least two meals per day, onsite.
b) Fully staff across all three shifts (day, swing, night), including supervisors, direct care practitioners, and support staff with a minimum of 3 staff per shift.
c) Recruit locally based employees.
d) Do not recruit staff from other service agencies located in Santa Fe, NM.
e) Allow guests to remain onsite during the day, with access to meals, restrooms, and hygiene services.
f) Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT.
g) Ensure ADA accessibility and accommodate guests with pets, belongings, and/or disabilities.
h) Maintain a secure storage system for guests' personal items, medications, and bicycles.

i) Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on guest outcomes.

j) Provide Low-barrier shelter access to persons seeking entry to the shelter, without restricting access due to any of the following factors:
   - Income
   - Criminal history background

- Outside use of drugs/alcohol
- Need to have support animals in shelter

k) Practice Harm Reduction
   - Use Harm Reduction activities and services with participants engaged in substance use, including by not testing for drugs and alcohol.
   - Prohibit smoking in all physical structures and designate restricted areas.

l) Use Crisis Intervention and De-Escalation
   - Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.

m) Follow Housing First
   - Provide housing case-management to all staying in shelter
   - Emphasize strategies for appropriate diversion from shelter

n) Participate in Cold Weather Emergency Services (Code Blue)
   - Participate in planning for adverse weather services and assist in developing systems that best meet the needs of those experiencing homelessness during adverse weather.
   - Support Code Blue activities as requested by the City's Community Health and Safety Department (CHS).

E. Data, Coordination, and Accountability

During the initial 2-months, hold bi-weekly meetings with CHS representatives to review operations, performance, spending, and discuss questions contractor staff or CHS may have. After the initial 2-months, participate in additional meetings scheduled by the City on an as-needed basis.Participate in City initiatives, including data and service coordination, as requested by the City.

Compliance and Performance Metrics

Adhere to all City, State, and federal requirements related to shelter operations, data privacy, and non-discrimination. Required City performance metrics include the following and shall be submitted in quarterly reports:

Quarterly reports must include the following:
- Average occupancy rate
- Number of guests connected to identified services
- Guest and facility incident reports and responses
- Guest and neighbor feedback (anecdotal or survey-based)
- Bed utilization (target: >85%)

- Percent of guests connected to the Coordinated Entry System (CES), a system for prioritizing people experiencing homelessness based on their vulnerability, measured by a VI-SPDAT assessment in order to quickly and effectively provide assistance; or case management that assist with the planning, facilitation, and coordination of resources and services, promoting your and your family's safety, quality of life, and overall wellbeing.
- Percent of guests who exit to permanent housing
- Safety and cleanliness indicators
- Basic guest intake data (demographics, personal identifier) and track shelter utilization.
- Number of guests enrolled into the Homeless Management Information System (HMIS) and CONNECT when possible.

F. Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance

- Implement professional security measures, both inside and around the facility.
- Ensure the Shelter is not contributing to blight conditions or illicit activity.
- Conduct regular trash pickup and exterior maintenance.
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness.
- Establish a public-facing complaint and response protocol for neighborhood concerns.
- Make all non-capital repairs and ongoing maintenance necessary to ensure Shelter structural integrity and function and safe and functional operations. This responsibility includes, but is not limited to servicing the HVAC, repairing plumbing, keeping up of life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and basic building systems.

IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.

The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

- Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.

- In the first four months of 2025 alone, SFPD has conducted 618 proactive actions at the site (e.g., close patrols, traffic stops).

- Santa Fe Fire Department responded to 583 calls in 2024 and 243 in early 2025. These include overdoses, injuries, and other emergencies totaling over $3.4M in public cost over two and a half years.

- Constituent Services, from 2022-2025 ,reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.
- At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and $1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

V. **Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

This emergency procurement is limited to a 14-month term to allow for immediate stabilization while the City conducts a feasibility review of the site and develops a long-term plan for shelter operations.

During the emergency term, the City will:

- Conduct an evaluation of whether 2801 Cerrillos Road is an appropriate long-term shelter location
- Explore alternative locations or potential redevelopment opportunities for community-serving uses
- Develop and issue a competitive procurement (or use a cooperative agreement) for a permanent shelter operator during the emergency contract period

These steps are intended to ensure accountability, improve long-term outcomes, and prevent future reliance on emergency procurement under similar circumstances.

The Community Health and Safety Department will coordinate a feasibility study regarding transitioning the shelter from its current location into an area that can better serve its needs and mitigate impacts to surrounding areas. The City will either release an RFP for a new permanent operator or procure services using another non-emergency method, such as cooperative agreement or an existing contract.

VI. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

The Community Health and Safety Department is taking several steps to reduce reliance on emergency procurement moving forward. These include:

- Building formalized contingency plans for shelter operations and emergency protocols for operator transitions.

- Increasing interdepartmental coordination and data-sharing to monitor public safety and public health indicators in real time.

These strategies aim to improve operational resilience and ensure that future service transitions can be handled through standard procurement methods with minimal disruption.

Certified by:

Emily K. Oster on behalf of 05/30/2025

City Chief Procurement Officer, Travis Dutton-Leyda **Date**

City Approval by:

05/30/2025

Department Director, Henri Hammond-Paul **Date**

Erin McSherry
Erin McSherry (May 30, 2025 13:27 MDT)

05/30/2025

City Attorney, Erin McSherry **Date**

Mark Scott
Mark Scott (May 30, 2025 14:15 MDT)

05/30/2025

City Manager, Mark Scott **Date**

Emily K. Oster

05/30/2025

Finance Director, Emily Oster **Date**

Note: All emergencies must be posted to the SPD website:
https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx
and the City of Santa Fe's website:
https://santafenm.gov/finance-2/purchasing-1/solicitations

Emergency_Determination_Emergency Shelter Services_05.22.25 FINAL

Final Audit Report 2025-05-30

Created:	2025-05-30
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnHC18o8IxXIPNSzpJvfWcqcqLmLkP6eW

"Emergency_Determination_Emergency Shelter Services_05.22.25 FINAL" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-05-30 - 5:48:10 PM GMT- IP address: 63.232.20.2

Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature
2025-05-30 - 5:52:17 PM GMT

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-05-30 - 5:52:17 PM GMT

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2025-05-30 - 5:52:17 PM GMT

Email viewed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
2025-05-30 - 6:03:30 PM GMT- IP address: 104.47.65.254

Document e-signed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
Signature Date: 2025-05-30 - 6:03:38 PM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-05-30 - 6:28:08 PM GMT- IP address: 73.42.112.179

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-05-30 - 6:32:02 PM GMT - Time Source: server- IP address: 73.42.112.179

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2025-05-30 - 7:26:45 PM GMT- IP address: 104.47.64.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2025-05-30 - 7:27:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Agreement completed.

2025-05-30 - 7:27:29 PM GMT

Powered by
Adobe
Acrobat Sign

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	CONTACT NAME:	
H&H Insurance Services, Inc. PO Box 830 Los Gatos, CA 95031-0830	PHONE (A/C, No, Ext): (408) 343-8680	FAX (A/C, No): (408) 343-8686
	E-MAIL ADDRESS: info@hhinsure.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines Ins	10172
INSURER B : National Fire & Marine Ins Co	20079
INSURER C : Atlantic Specialty Ins Co	27154
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Urban Alchemy
PO Box 425509
San Francisco, CA 94142-5509

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		G74291661004	9/1/2025	9/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Deductibl	$ 100,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			72APB011864	6/24/2025	6/24/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE			G72594083004	9/1/2025	9/1/2026	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 100,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Crime			MML0071450925 (1ST)	9/1/2025	9/1/2026	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Street outreach services City of Santa Fe, their officials, officers, employees, and agents are additional insureds per attached endorsement.

CERTIFICATE HOLDER

City of Santa Fe Community Health & Safety
Attn: Henri Hammond-Paul
119 E Marcy St, Ste 101
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
H&H Insurance Services, Inc.	Urban Alchemy PO Box 425509 San Francisco, CA 94142-5509
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages
CYBER LIABILITY
Carrier: Houston Casualty Company (NAIC #42374)
Policy #: H25NGP24488001
Term: 09/01/2025 - 09/01/2026
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 25,000 Deductible Each Claim
$ 75,000 Aggregate Deductible

DIRECTORS' & OFFICERS' LIABILITY
Carrier: Landmark American Insurance Company (NAIC #33138)
Policy #: LPP718000
Term: 02/21/2026 - 02/21/2027
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 100,000 Retention

PROFESSIONAL LIABILITY
Carrier: Lloyd's of London
Policy #: ATR2502208
Term: 09/01/2025 - 09/01/2026
Limits:
$3,000,000 Aggregate
$1,000,000 Each Claim
$ 50,000 Deductible

SEXUAL MISCONDUCT LIABILITY
Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 011170832
Term: 09/01/2025 - 09/01/2026
Limits:
$4,000,000 Aggregate
$2,000,000 Each Victim
$ 50,000 Deductible Per Claimant

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
As required by written contract signed by both parties prior to loss
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

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

2. The construction, erection or removal of elevators; or

3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

Assumptions:

Gross Up Rate	8.0%
Fringe Rate	35.0%

Sante Fe	Count	Shifts	Days per Week	Hours	FTE	Rate	Cost
Supervisors:							
Supervisors - Swing	1	1	7	3,145	1.51	$ 28.00	$ 88,058.9
Supervisors - Night	1	1	7	3,145	1.51	$ 29.00	$ 91,203.8
Practitioners:							
Swing	3	1	7	9,435	4.54	$ 18.00	$ 169,827.8
Night	3	1	7	9,435	4.54	$ 19.00	$ 179,262.7
Food Practitioners	1	1	7	3,145	1.51	$ 18.00	$ 56,609.3
Exempt Staff:							
Shelter Program Director					1.00	$ 36.06	$ 75,000.0
Shared Staff:							
Trainer					0.02	$ 36.06	$ 1,500.0
Data & Compliance Coordinator					0.02	$ 33.65	$ 1,400.0
Data and Compliance Manager					0.02	$ 40.87	$ 1,700.0
IT Support					0.02	$ 33.65	$ 1,400.0
Total Salary					**14.69**		**$ 665,962.56**

Total Salary	$	665,963
Fringe Rate		35%
Total Fringe	$	233,087
Total Personnel	**$**	**899,049**
Total Opex	**$**	**403,823**
Total Indirect	**$**	**195,431**
Total Expenditures	**$**	**1,498,303**

Contract Period: June 17th 2025 through June 16 2026

		24 Hours - 100 Guests				
	Category	**Rate**	**Annual**		**Count**	**Shifts**
Exempt	Project Director		$	80,000	1.00	1.00
Hourly	Supervisor	27	$	56,160	1.00	3.00
Hourly	Practitioner	21	$	43,680	2.50	3.00
Hourly	Food Practitioner	21	$	43,680	2.00	2.00
Hourly	Care Coordinators	27	$	43,680	2.00	1.00
Exempt	Business Ops		$	60,000	1.00	1.00
	Salary					
	Benefits	35%				
	Personnel Costs					
	Meals, Snacks, and Water					
	Other Expenses (laundry, cleaning, insurance, supplies, overhead)					
	Operating Expenses					
	Overhead	**15%**				
	Total Annual Expenditures					

Per Month	
Through June 16th	**10.5 Months**

FTE		Annual
1.0	$	80,000
4.5	$	252,720
11.3	$	491,400
6.0	$	262,080
2.2	$	94,349
1.0	$	60,000
	$	1,240,549
	$	434,192
	$	**1,674,741**
	$	170,000
	$	164,700
	$	**334,700**
	$	**301,416**
	$	**2,310,857**

	$	**192,571.43**
of Service	**$**	**2,022,000.00**

Item #: 25-0217
Munis Contract #: 3250623
SWPA/GSA/Coop/RFP/ITB#: __EMERGENCY_____

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-127 (emergency procurement); and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

A. Operate a low-barrier, 24-hour shelter at 2801 Cerrillos Road serving up to 100 adults who are experiencing homelessness (Shelter).

B. Stabilize Shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility.

C. Ensure consistent Shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways.

D. **Facility and Operations Requirements**

a) Staff the Shelter 24 hours a day, 7 days a week, and provide at least two meals per day, onsite.
b) Fully staff across all three shifts (day, swing, night), including supervisors, direct care practitioners, and support staff with a minimum of 3 staff per shift.
c) Recruit locally based employees.
d) Do not recruit staff from other service agencies located in Santa Fe, NM.
e) Allow guests to remain onsite during the day, with access to meals, restrooms, and

hygiene services.

f) Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT.

g) Ensure ADA accessibility and accommodate guests with pets, belongings, and/or disabilities.

h) Maintain a secure storage system for guests' personal items, medications, and bicycles.

i) Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on guest outcomes.

j) Provide Low-barrier shelter access to persons seeking entry to the Shelter, without restricting access due to any of the following factors:
   - Income
   - Criminal history background
   - Outside use of drugs/alcohol
   - Need to have support animals in shelter

k) Practice Harm Reduction
   - Use Harm Reduction activities and services with participants engaged in substance use, including by not testing for drugs and alcohol.
   - Prohibit smoking in all physical structures and designate restricted areas.

l) Use Crisis Intervention and De-Escalation
   - Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.

m) Follow Housing First
   - Provide housing case-management to all staying in Shelter
   - Emphasize strategies for appropriate diversion from Shelter

n) Participate in Cold Weather Emergency Services (Code Blue)
   - Participate in planning for adverse weather services and assist in developing systems that best meet the needs of those experiencing homelessness during adverse weather.
   - Support Code Blue activities as requested by the City's Community Health and Safety Department (CHS).

E. Data, Coordination, and Accountability

During the initial 2-months, hold bi-weekly meetings with CHS representatives to review operations, performance, spending, and discuss questions contractor staff or CHS may have. After the initial 2-months, participate in additional meetings scheduled by the City

on an as-needed basis. Participate in City initiatives, including data and service coordination, as requested by the City.

Compliance and Performance Metrics

Adhere to all City, State, and federal requirements related to shelter operations, data privacy, and non-discrimination. Required City performance metrics include the following and shall be submitted in quarterly reports:

Quarterly reports must include the following:

- Average occupancy rate
- Number of guests connected to identified services
- Guest and facility incident reports and responses
- Guest and neighbor feedback (anecdotal or survey-based)
- Bed utilization (target: >85%)
- Percent of guests connected to the Coordinated Entry System (CES), a system for prioritizing people experiencing homelessness based on their vulnerability, measured by a VI-SPDAT assessment in order to quickly and effectively provide assistance; or case management that assist with the planning, facilitation, and coordination of resources and services, promoting your and your family's safety, quality of life, and overall wellbeing.
- Percent of guests who exit to permanent housing
- Safety and cleanliness indicators
- Basic guest intake data (demographics, personal identifier) and track shelter utilization.
- Number of guests enrolled into the Homeless Management Information System (HMIS) and CONNECT when possible.

F. Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance

- Implement professional security measures, both inside and around the facility.
- Ensure the Shelter is not contributing to blight conditions or illicit activity.
- Conduct regular trash pickup and exterior maintenance.
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness.
- Establish a public-facing complaint and response protocol for neighborhood concerns.
- Make all non-capital repairs and ongoing maintenance necessary to ensure Shelter structural integrity and function and safe and functional operations. This responsibility includes, but is not limited to servicing the HVAC, repairing plumbing, keeping up of life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and basic building systems.

2. **Standard of Performance; Licenses**

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

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

3. **Compensation**

.A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one million four hundred ninety-eight thousand three hundred and three dollars ($1,498,303) per year, paid in monthly increments of one hundred twenty-four thousand eight hundred fifty-eight dollars and fifty-eight cents ($124,858.58), including New Mexico gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $1,498,303.**

B. Payment. The total compensation under this Agreement shall not exceed $1,498,303**, including** New Mexico gross receipts tax. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

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

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **twelve months after the date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. **Termination**

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

B. Notice; City Opportunity to Cure.

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

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

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

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

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within seventy-five (75) 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. For the avoidance of doubt, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

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. Notwithstanding the foregoing, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

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

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within seventy-five (75) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

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

16. Merger

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

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with

NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

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

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

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

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

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The

City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents. The indemnification obligations herein do not apply where any such claim is caused in whole or in part by the City, its officers, employees, servants, subcontractors, or agents and their negligent act or omission or intentional misconduct. To the extent any claim arises from the negligence of Contractor and the City, Contractor's indemnification obligations herein shall be limited only to Contractor's proportionate share of fault. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

To the City: Henri Hammond-Paul, Director, Community Health and Safety
119 E Marcy Street, Suite 101
Santa Fe, NM 87501
Hmhammondpaul@santafenm.gov

To the Contractor: Urban Alchemy
Dr. Lena Miller, Chief Executive Officer
PO Box 425509
San Francisco, CA 94142

lenam@urban-alchemy.us
With additional copies to: legal@urban-alchemy.us

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

In case of Default and/or Breach by the Contractor that is not cured within a reasonable time period after Contractor receives notice of such default and/or breach, 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 Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

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

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

CITY OF SANTA FE:

Alan Webber (Jun 17, 2025 15:57 MDT)

ALAN WEBBER, MAYOR

DATE: 06/17/2025

CONTRACTOR:

Melek Totah (May 30, 2025 14:51 PDT)

Dr. Lena Miller, CEO

DATE: 05/30/2025

NMBTIN#: 7868634

City of SF Business License #: _____

ATTEST:

ANDREA SALAZAR (Jun 18, 2025 16:49 MDT)

CITY CLERK

GB MTG 06/03/2025

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (May 30, 2025 15:56 MDT)

CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Urban Alchemy 5.30.2025

Final Audit Report 2025-05-30

Created:	2025-05-30
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANZE39BPtp6pqdsQ04w5B2JQQLSs-vjP4

"Urban Alchemy 5.30.2025" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-05-30 - 8:04:31 PM GMT- IP address: 63.232.20.2

Document emailed to Melek Totah (melektotah@urban-alchemy.us) for signature
2025-05-30 - 8:05:51 PM GMT

Email viewed by Melek Totah (melektotah@urban-alchemy.us)
2025-05-30 - 8:08:23 PM GMT- IP address: 66.249.84.225

Document e-signed by Melek Totah (melektotah@urban-alchemy.us)
Signature Date: 2025-05-30 - 9:51:33 PM GMT - Time Source: server- IP address: 73.223.55.25

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2025-05-30 - 9:51:35 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2025-05-30 - 9:56:05 PM GMT- IP address: 104.47.64.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2025-05-30 - 9:56:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-05-30 - 9:56:33 PM GMT

Powered by Adobe Acrobat Sign

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/22/2025

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 H&H Professional Ins Assoc. P.O. Box 830 Los Gatos, CA 95031 Aubri Bryan 888-343-8685	CONTACT NAME: Aubri Bryan PHONE (A/C, No, Ext): 888-343-8685 FAX (A/C, No): 408-343-8686 E-MAIL ADDRESS: dabbie@hhinsure.com
INSURED Urban Alchemy PO Box 425509 San Francisco, CA 94142-5509	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westchester Surplus Lines Ins — 10172 INSURER B : Texas Insurance Company — 16543 INSURER C : Great American Ins. Co. — 16691 INSURER D : Atlantic Specialty Ins Co — 27154 INSURER E : Nonprofits Ins Alliance of CA — 011845 INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		G74291661003	09/01/2024	09/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO							
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS			BRPCLLTAL01150008238601	02/28/2025	02/28/2026	BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
E	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			202460936	09/01/2024	09/01/2025	PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB [ ] CLAIMS-MADE			G72594083003 (1ST)	09/01/2024	09/01/2025	AGGREGATE	$ 2,000,000
	[ ] DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A		253232001 (OSC)	08/01/2024	08/01/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Crime			MML3683024 (1ST)	09/01/2024	09/01/2025	Limit/Ded	$5M/$50K
C	Crime-Excess			SAAE8739250200 (2ND)	09/01/2024	09/01/2025	Limit/Ded	$9M/$0

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

RE: Street outreach services
City of Santa Fe, their officials, officers, employees, and agents are additional insureds per attached endorsement.

CERTIFICATE HOLDER

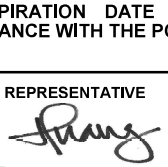
SANTA27

City of Santa Fe
Community Health & Safety
Attn: Henri Hammond-Paul
119 E Marcy St, Ste 101
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EXCESS LIABILITY
Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 029316252
Term: 09/01/2024 - 09/01/2025
Limits:
$3,000,000 Aggregate
$3,000,000 Each Claim
$ 0 Retention

DIRECTORS' & OFFICERS' LIABILITY
Carrier: Landmark American Insurance Company (NAIC #33138)
Policy #: LPP709098
Term: 02/21/2025 - 02/21/2026
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 100,000 Retention

PROFESSIONAL LIABILITY
Carrier: Lloyd's of London
Policy #: ATR2402015
Term: 09/01/2024 - 09/01/2025
Limits:
$3,000,000 Aggregate
$1,000,000 Each Claim
$ 5,000 Deductible

SEXUAL MISCONDUCT LIABILITY
Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 011170832
Term: 09/01/2024 - 09/01/2025
Limits:
$4,000,000 Aggregate
$2,000,000 Each Victim
$ 50,000 Deductible Per Claimant

CYBER LIABILITY
Carrier: Houston Casualty Company (NAIC #42374)
Policy #: H24NGP24488000
Term: 09/01/2024 - 09/01/2025
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 25,000 Deductible Each Claim
$ 75,000 Aggregate Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
As required by written contract signed by both parties prior to loss
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

Urban Alchemy Amendment 2 Packet

Final Audit Report 2026-05-28

Created:	2026-05-27
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzcr4cEy72a-F2j8I7V4Giq1HhsQFQljm

"Urban Alchemy Amendment 2 Packet" History

Document created by CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
2026-05-27 - 6:19:54 PM GMT- IP address: 63.232.20.2

Document emailed to Justin Gonzales (jmgonzales@santafenm.gov) for signature
2026-05-27 - 6:22:36 PM GMT

Document e-signed by Justin Gonzales (jmgonzales@santafenm.gov)
Signature Date: 2026-05-27 - 6:39:57 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to Marcella Apodaca (maapodaca1@santafenm.gov) for signature
2026-05-27 - 6:40:00 PM GMT

Email viewed by Marcella Apodaca (maapodaca1@santafenm.gov)
2026-05-27 - 7:47:39 PM GMT- IP address: 104.47.65.254

Document e-signed by Marcella Apodaca (maapodaca1@santafenm.gov)
Signature Date: 2026-05-27 - 7:48:05 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to KRISTEN WOODS (krwoods@santafenm.gov) for signature
2026-05-27 - 7:48:08 PM GMT

Email viewed by KRISTEN WOODS (krwoods@santafenm.gov)
2026-05-27 - 7:49:45 PM GMT- IP address: 174.240.16.228

Document e-signed by KRISTEN WOODS (krwoods@santafenm.gov)
Signature Date: 2026-05-27 - 7:50:17 PM GMT - Time Source: server- IP address: 174.240.16.228 - Signature Appearance Selected: MOBILE_DRAW

Document emailed to Lia Salaverry (lasalaverry@santafenm.gov) for signature
2026-05-27 - 7:50:19 PM GMT

Email viewed by Lia Salaverry (lasalaverry@santafenm.gov)
2026-05-27 - 7:57:33 PM GMT- IP address: 76.127.40.102

Powered by Adobe Acrobat Sign

Email viewed by Lia Salaverry (lasalaverry@santafenm.gov)

2026-05-28 - 3:24:37 PM GMT- IP address: 76.127.40.102

Document e-signed by Lia Salaverry (lasalaverry@santafenm.gov)

Signature Date: 2026-05-28 - 3:24:53 PM GMT - Time Source: server- IP address: 76.127.40.102 - Signature Appearance Selected: IMAGE

Document emailed to Sandra Emory (sxemory@santafenm.gov) for signature

2026-05-28 - 3:24:56 PM GMT

Email viewed by Sandra Emory (sxemory@santafenm.gov)

2026-05-28 - 3:25:25 PM GMT- IP address: 104.47.64.254

Document e-signed by Sandra Emory (sxemory@santafenm.gov)

Signature Date: 2026-05-28 - 3:26:01 PM GMT - Time Source: server- IP address: 104.156.39.164 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-05-28 - 3:26:01 PM GMT

-URGENT-GB-Urban_Alchemy_Amendment_1_Packet (1)

Final Audit Report 2026-05-28

Created:	2026-05-28
By:	AP (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALADqyzEgbIrrteV_8anCKtjD7BjVEf5N

"-URGENT-GB-Urban_Alchemy_Amendment_1_Packet (1)" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-05-28 - 5:21:10 PM GMT- IP address: 63.232.20.2

Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-05-28 - 5:27:15 PM GMT

Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP
2026-05-28 - 5:27:31 PM GMT- IP address: 63.232.20.2

Form filled by AP (aeperez@santafenm.gov)
Form filling Date: 2026-05-28 - 5:27:33 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-05-28 - 5:27:40 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-05-28 - 5:31:42 PM GMT- IP address: 104.47.65.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-05-28 - 5:32:09 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-05-28 - 5:32:13 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2026-05-28 - 7:11:05 PM GMT - Time Source: server- IP address: 153.66.19.38 - Signature Appearance Selected: IMAGE

Powered by Adobe Acrobat Sign

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature

2026-05-28 - 7:11:11 PM GMT

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)

Signature Date: 2026-05-28 - 10:37:25 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.

2026-05-28 - 10:37:25 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: May 21, 2026

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

From: Kristen Woods, Youth and Family Services Program Manager KRISTEN WOODS (May 27, 2026 14:21:52 MDT)

Via: Sandra Emory, Community Services Department Director Sandra Emory

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Marcella Apodaca, Community Services Business Operation Manager Marcella Apodaca

Justin Gonzales, Youth and Family Services Project Administrator Justin Gonzales

Subject: Contract Amendment No. 2 to for Operations of Consuelo's Place by Interfaith

Vendor Name: The Interfaith Community Shelter Group

Munis Vendor Number: 3783

ITEM AND ISSUE:

Request for Approval of Amendment No. 2 to Professional Services Contract 24-0490 With Fiscal Sponsorship of Consuelo's Place in the Total Amount of $2,310,000.00 and Extend The Term Through June 30, 2027; (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis contract number is 3250019.

BACKGROUND AND SUMMARY:

In 2020, the City deployed dormitory rooms located on City property at the former Santa Fe University of Art and Design campus, as temporary non-congregate shelter for people experiencing homelessness. Since then, the shelter has housed 50 - 100 residents per night, with stays lasting from a few days to several weeks. Over 40% of guests have exited into long-term stable housing situations. In 2023, The City's Office of Affordable Housing in collaboration with the Youth and Family Services Division released RFP # 24081 in which Interfaith was chosen as the new fiscal sponsor.

Contracted funds will be used to pay for a leadership position, several case managers, and materials costs related to operating the facility. Support services are onsite to ensure that residents are stabilized through access to health care services, mental health counseling, food, and communal spaces. On March 27th, Consuelo's Place has requested an extension of their Fiscal Sponsorship and additional funding under Contract 3250019.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Health and Human Services/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/28/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 05/28/2026

AP (May 28, 2026 08:08:03 MDT) **CPO Comment/Exceptions:** _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions:

ATTACHMENTS:

Original contract packet (with previous contract amendments)

CITY OF SANTA FE

CITY OF SANTA FE

AMENDMENT No. 2 TO

Contract # 3250019

Original City Clerk Item Number: 24-0490

Aid in operations of Consuelo's Place

This AMENDMENT No. 2 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 8/2/2024 (the "Contract"), between the City of Santa Fe (the "City") and THE INTERFAITH COMMUNITY SHELTER GROUP. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. RECITALS

A. A. Under the terms of the Contract, Contractor has agreed to provide aid in operations of Consuelo's Place.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

2. COMPENSATION

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of Sever Hundred and Eighty Thousand Dollars ($780,000.00) so that Article 3, paragraph A reads in its entirety as follows:

A. Payment. The City shall pay to the Contractor in full payment for services performed, such compensation not to exceed two million three hundred and ten thousand dollars ($2,310,000.00), excluding gross receipts tax.based on the itemized amounts and/or rates specified below. As a 505c3 entity, Consuelo's Place is exempt from paying GRT.

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.

3. TERM

Article 4 of this Contract is amended to extend the Term of the contract so that Article 4 reads in its entirety as follows:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2027 unless terminated pursuant to Article 5 (Termination), or Article 6 (Appropriations).

4. NOTIFICATION

Article 28 of this Contract is amended so that Article 28 reads in its entirety as follows:

Either party may give written notice to the other party in accordance with the terms of this Article. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Community Services Admin Youth and Family Services Division 119 E Marcy Street Santa Fe, NM 87501 505-955-6678	**To the Contractor:** THE INTERFAITH COMMUNITY SHELTER GROUP Michele Williams 1600 Saint Michael's Drive, Building 7 Santa Fe, NM 87505 michele@consuelosplace.org 505-372-8206

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Article. The carrier for mail delivery and notices shall be the agent of the sender.

5. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

MICHAEL GARCIA,
MAYOR

CONTRACTOR:

INTERFAITH COMMUNITY SHELTER GROUP

BEVERLY KELLEM
INTERIM EXECUTIVE DIRECTOR

DATE: Apr 23, 2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
Ruby Crews (Apr 23, 2026 10:44:38 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (May 29, 2026 09:31:12 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

CONSUELO'S PLACE
Emergency Homeless Shelter

BOARD OF DIRECTORS
Peter Ives
President
Ives Enterprises

Ramos Tsosie
Secretary
Mobile Integrated Health Office (Retired)

Kathleen Tunney
Treasurer
Christus St. Vincent

Kate Field, LPCC
Santa Fe Crisis Center

Beverly Kellam
Interfaith Community Shelter

Lara Yoder
St. Elizabeth's Shelter

Lynne Canning
Board Member

Jefty Prather
Board Member

STAFF LEADERSHIP
Michele Williams
Executive Director

Consuelo's Place provides non-congregate shelter for vulnerable individuals and families who are transitioning into permanent housing or whose unique circumstances make it difficult to succeed in a congregate setting; and provides life-stabilizing services for those individuals.

March 9, 2026

Kristen Woods

Program Manager, Youth and Family Services Division

Community Health and Safety Department

City of Santa Fe
Santa Fe, NM 87501

Dear Ms. Woods:

The Consuelo's Place Board of Directors voted unanimously to begin the process of securing 501(c)(3) status for the organization. The Board is committed to building on Consuelo's progress and momentum to become a stand-alone nonprofit organization. While we are excited to become an independent entity, we also want the transition to be well-planned, stable, and purposeful so that services to vulnerable community members are not disrupted. On August 13th, 2025, we received our award letter from the IRS and our EIN (85-2153577), granting us our official 501(c)(3) status.

In light of this transition, we respectfully request that Interfaith Community Shelter's Professional Services Agreement with the City of Santa Fe (Munis Contract #3250019), which supports operations at Consuelo's Place, be renewed for FY 2026–2027. We further request that the Agreement include a provision allowing it to be amended during FY 2026–2027 to Consuelo's Place so it has the legal and fiscal capacity to act as the operator of the non-congregate shelter at 1600 St. Michael's Dr. Building 7.

Additionally, we request that the City of Santa Fe continue the existing facility use and location agreement for Consuelo's Place at 1600 St. Michael's Drive, Building 7, under the current conditions by which the City serves as landlord. Maintaining the existing site arrangement during this transition period will ensure continuity of services for clients and operational stability for staff while the organization completes its transition to independent nonprofit status.

Consuelo's Place remains deeply committed to serving Santa Fe's most vulnerable residents, including individuals with disabilities, seniors, and families experiencing homelessness who require non-congregate shelter and supportive services. We greatly appreciate the City of Santa Fe's continued partnership and support during this important stage of our organizational development.

CONSUELO'S PLACE
Emergency Homeless Shelter

We welcome the opportunity to discuss this request further and provide any necessary documentation to facilitate the renewal and any future amendment of the agreement.

Consuelo's Place is exempt from federal income tax under Internal Revenue Code (IRC) Section 50l (c)(3) recognition. Our EIN # is 85-2153577 and we are exempt from paying GRT.

Thank you for your consideration, and we look forward to your response.

Sincerely,

Michele Williams
Executive Director
michele@consuelosplace.org
505-577-0974

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkley Regional Insurance Company — 29580 INSURER B : New Mexico Employer's Assurance Company — 13674 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		HHN 8532597	12/1/2025	12/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			HHN 8532597	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		63790.117	11/1/2025	11/1/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liab			HHN 8532597	12/1/2025	12/1/2026	Limit	1,000,000
A	Professional Liab			HHN 8532597	12/1/2025	12/1/2026	Aggregate	2,000,000

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

Where required by written contract of agreement, the City of Santa Fe, its, directors, officials, officers, employees, agents, and volunteers are addtional insurace on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor.

Primary and Noncontributory
10 day cancellation

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - $500,000
Broadened Medical Payments - $20,000
Broadened Supplementary Benefits
a. Bail Bonds - $1,000
b. Expenses Incurred to Assist in Defense - $500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for "Special Events"
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of "Special Event" Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

A. BROADENED BODILY INJURY

Paragraph **3.** of **Section V – Definitions** is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

B. BROADENED PERSONAL AND ADVERTISING INJURY

1. Paragraph **14.** of **Section V - Definitions** is deleted and replaced with the following:

14. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.

a. False arrest, detention, or imprisonment;

b. Malicious prosecution or abuse of process;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;

d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products, or services;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

f. Misappropriation of advertising ideas or style of doing business;

g. Infringement of copyright, title, or slogan; or

h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.g.** above.

2. Exclusions **2.b.** and **2.c.** under **Coverage B - Personal and Advertising Injury Liability** are deleted and replaced with the following:

b. Material Published with Knowledge of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior to Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

C. BROADENED PROPERTY DAMAGE

Exclusion **2.a.** under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

a. Expected Or Intended Injury

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

D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

1. Paragraph **6.** under **Section III - Limits Of Insurance** is deleted and replaced with the following:

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and

b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, or sprinkler leakage occurrence.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

The Damage to Premises Rented to You Limit is the greater of:

c. $500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph **2. Exclusions** of **Coverage A - Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs **c.** through **n.**, do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

3. Paragraph **4. Other Insurance** of **Section IV - Commercial General Liability Conditions** is amended as follows:

Paragraph **b.(1)(a)(ii)** is deleted and replaced with the following:

(ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph **9.a.** under **Section V - Definitions** is deleted and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of **Section III - Limits Of Insurance**.

6. This Broadened Coverage does not apply if Fire Damage Liability of COVERAGE **A** (SECTION I) is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

E. BROADENED MEDICAL PAYMENTS

1. The following provision is added to Paragraph **2.** of **Section III - Limits Of Insurance**:

The Medical Expense Limit shall be the greater of:

a. $20,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III - Limits Of Insurance**.

3. This above Medical Expense Limit does not apply if **Coverage C - Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

F. BROADENED SUPPLEMENTARY PAYMENTS

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments - Coverages A and B** are deleted and replaced with the following:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

Paragraph **3.a** under **Section II - Who Is An Insured** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

Exclusion **2.g.** under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

Includes copyrighted material of Insurance Services Office, Inc., with its permission

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **Section V - Definitions**, Paragraph **12.**, "Mobile Equipment"; or

(6) An aircraft you do not own that is:

(a) Hired, chartered, or loaned with a crew; and

(b) Not owned in whole or in part by any insured.

(7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.

(8) This insurance is excess, under Paragraph **g.(6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Paragraph **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV - Commercial General Liability Conditions** is amended to add the following provision:

e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a.**, **2.b.**, and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

2. The following provisions are added to **Section IV - Commercial General Liability Conditions**:

10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

11. Notice To Company

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.

2. **Section V - Definitions** is amended to add the following paragraph:

23. "Special Event" means any event:

a. The purpose of which is to raise funds for you; or

b. To recognize the accomplishments of your organization, your "employees," or your "volunteer workers"; or

Includes copyrighted material of Insurance Services Office, Inc., with its permission

c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and

d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

K. AUTOMATIC ADDITIONAL INSURED(S)

The following provisions are added to **Section II - Who Is An Insured**:

4. Automatic Additional Insured(s)

a. Additional Insureds - Athletic Activity Participants

(1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

(a) "Medical expenses" under **Coverage C - Medical Payments**.

(b) "Bodily Injury" to:

(i) A co-participant, your "volunteer worker" or your "employee" while participating in amateur athletic activities that you sponsor; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or

(c) "Property damage" to property owned by, occupied or used by, rented to , in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

(i) A co-participant, your "volunteer worker", or your "employee"; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

(1) Your ongoing operations performed for such Additional Insured; or

(2) Such Additional Insured's financial control of you; or

(3) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(4) A permit issued to you by a state or political subdivision.

(b) Coverage does not apply to any "occurrence" or offense:

(i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

(ii) Which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) Supervisory, inspection, or engineering services.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

(e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph **(e)**. does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

c. Additional Insured - Funding Sources

(1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:

(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

d. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;

but only if the written or oral agreement is an "insured contract";

(a) Currently in effect or to become effective during the term of this policy; and

(b) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **d.(1)** immediately above, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

Includes copyrighted material of Insurance Services Office, Inc., with its permission

(b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

e. Additional Insured - Owner, Manager, Operator or Lessor of "Special Events" Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"

(i) Currently in effect or to become effective during the term of this policy; and

(ii) Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **e. (1)** of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or

(b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

f. Additional Insured - Supervisors or Higher in Rank

(1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:

(a) "Bodily injury" or "personal injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(a)(i)** above; or

(iii) Arising out of his or her providing or failing to provide professional health care services.

(b) "Personal Injury":

(i) To a co-"employee" while in the course of his or her employment;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(b)(i)** above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(b)(i)** or **(b)(ii)** above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

g. Additional Insured - LIMITATIONS

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

L. BLANKET WAIVER OF SUBROGATION

Paragraph **8.** under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS

Section III - Limits Of Insurance is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

a. You;

b. Your "executive officers," directors, "employees," and

c. Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITION ENDORSEMENT - TWO OR MORE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium paid, it is agreed that the following provision is added to the CONDITIONS section of the policy:

Two or More Coverage Forms or Policies Issued By Us.

Notwithstanding the Other Insurance provision, if this policy and any other coverage form or policy issued to you by us apply to the same occurrence, offense, or accident, the maximum Limit of Insurance under all such coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy.

Furthermore, in no event will coverage be provided during the policy period after (1) the applicable aggregate Limit of Insurance under any one coverage form or policy has been exhausted, or (2) the applicable aggregate Limit of Insurance under any one coverage form or policy would have been exhausted had all covered claims been submitted under that one coverage form or policy rather than under two or more coverages forms or policies.

This condition does not apply to any coverage form or policy issued by us specifically to apply as excess insurance over this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

 Includes copyrighted material of Insurance Services Office, Inc. used with its permission.

CITY OF SANTA FE

The Purchasing Memo

Date: July 9, 2025

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

From: Kristen Woods, Youth and Family Services Program Manger

Via: Henri Hammond-Paul, Community Health and Safety Department Director

Subject: Consuelo's Place Fiscal Sponsorship

Vendor Name: Interfaith Community Shelter Group LLC

Munis Vendor Number: 3783

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Professional Services Contract 24-0490 With Fiscal Sponsorship of Consuelo's Place in the Total Amount of $1,530,000 and Extend the Term Through June 30 2026 to Provide Case Management and Property Management Services . (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis contract number is 3250019.

BACKGROUND AND SUMMARY:

In 2020, the City deployed dormitory rooms located on City property at the former Santa Fe University of Art and Design campus, as temporary non-congregate shelter for people experiencing homelessness. Since then, the shelter has housed 50 – 100 residents per night, with stays lasting from a few days to several weeks. Over 40% of guests have exited into long-term stable housing situations. In 2023, The City's Office of Affordable Housing in collaboration with the Youth and Family Services Division released RFP # 24081 in which Interfaith was chosen as the new fiscal sponsor.

Contracted funds will be used to pay for a leadership position, several case managers, and materials costs related to operating the facility. Support services are onsite to ensure that residents are stabilized through access to health care services, mental health counseling, food, and communal spaces. On March 27th, Consuelo's Place has requested an extension of their Fiscal Sponsorship and additional funding under Contract 33250019.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Health and Human Services/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Grants and Services/ 510400

Budget Officer / Designee: Andy Hopkins **Date:** 07/14/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

This was procured through MUNIS RFP #24018.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/14/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☐ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☐ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☐ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☐ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

Item#
Munis Contract#_
Original Contract Item# 350019
SWPA/GSA/Coop/RFP/ITB #: RFP# 24081

CITY OF SANTA FE
AMENDMENT No. 1 TO
GENERAL SERVICES CONTRACT
ITEM#

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 2nd, 2024 (the "Contract"), between the City of Santa Fe (the "City") and Interfaith Community Shelter Group, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to act as Fiscal Agent to provide oversight over the operations at Consuelo's Place shelter.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows: 1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of Seven Hundred and Eighty Thousand Dollars ($780,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed One Million, Five Hundred and Thirty thousand dollars ($1,530,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling One

Hundred Fifteen Thousand Seven Hundred Eighty-Eight Dollars and Fifty-Six Cents ($115,788.56) shall be paid by the City to the Contractor at the rate of 8.1875%. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed One Million Five Hundred Thirty Thousand Dollars $1,530,000. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

. 2. TERM.

Article 4 of the Contract is amended to extend the Term of the contract so that Article 4, reads in its entirety as follows:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2026 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

4. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth

below.

CITY OF SANTA FE:

Alan Webber (Aug 1, 2025 21:39:05 MDT)

ALAN WEBBER, MAYOR

DATE: 08/01/2025

CONTRACTOR:

Korina Lopez

Korina Lopez (Jul 7, 2025 13:31 MDT)

KORINA LOPEZ, EXECUTIVE DIRECTOR

DATE: 07/07/2025

CRS# _____

Registration # _____

ATTEST:

ANDREA SALAZAR (Aug 1, 2025 12:59:23 MDT)

CITY CLERK

GB MTG 07/30/2025

CITY ATTORNEY'S OFFICE:

Kyle Hibner

Kyle Hibner (Jul 8, 2025 09:56 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Interfaith Community Shelter Group Amendment 1

Final Audit Report 2025-07-08

Created:	2025-07-07
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPsdsOF_Hejt8gx7q73-ki5Y4EmC_TIeX

"Interfaith Community Shelter Group Amendment 1" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-07-07 - 5:42:41 PM GMT- IP address: 63.232.20.2

Document emailed to korina@interfaithshelterssf.org for signature
2025-07-07 - 5:43:25 PM GMT

Email viewed by korina@interfaithshelterssf.org
2025-07-07 - 5:43:43 PM GMT- IP address: 74.125.212.229

Signer korina@interfaithshelterssf.org entered name at signing as Korina Lopez
2025-07-07 - 7:31:54 PM GMT- IP address: 73.98.96.96

Document e-signed by Korina Lopez (korina@interfaithshelterssf.org)
Signature Date: 2025-07-07 - 7:31:56 PM GMT - Time Source: server- IP address: 73.98.96.96

Document emailed to kjhibner@santafenm.gov for signature
2025-07-07 - 7:31:58 PM GMT

Email viewed by kjhibner@santafenm.gov
2025-07-08 - 3:56:05 PM GMT- IP address: 104.47.65.254

Signer kjhibner@santafenm.gov entered name at signing as Kyle Hibner
2025-07-08 - 3:56:14 PM GMT- IP address: 63.232.20.2

Document e-signed by Kyle Hibner (kjhibner@santafenm.gov)
Signature Date: 2025-07-08 - 3:56:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-07-08 - 3:56:16 PM GMT

Powered by Adobe Acrobat Sign

CONSUELO'S PLACE
Emergency Homeless Shelter

BOARD OF DIRECTORS

Peter Ives
President
Ives Enterprises

Ramos Tsosie
Secretary
Mobile Integrated Health Office (Retired)

Kathleen Tunney
Treasurer
Christus St. Vincent

Kate Field, LPCC
Santa Fe Crisis Center

Beverly Kellam
Interfaith Community Shelter

Lara Yoder
St. Elizabeth's Shelter

STAFF LEADERSHIP

Michele Williams
Shelter Manager

Consuelo's Place provides non-congregate shelter for vulnerable individuals and families who are transitioning into permanent housing or whose unique circumstances make it difficult to succeed in a congregate setting; and provides life-stabilizing services for those individuals.

May 2, 2025

Henri Hammond-Paul
Kristen Woods
Office of Community Health and Safety
City of Santa Fe
Santa Fe, NM 87501

Dear Mr. Hammond-Paul and Ms. Woods:

The Consuelo's Place Board of Directors voted unanimously to begin the process of securing 501(c)3 status for the organization. The Board is committed to building on Consuelo's progress and momentum to become a stand-alone organization. While we are excited to become an independent organization, we also want the transition to be well-planned and purposeful.

The Board is finalizing our Form 1023 to the Internal Revenue Service with the intention to file by March 31, 2025. The timeline of our transition is being developed and will, to some extent, be contingent on the timeliness of the IRS's approval of our Form 1023 and additional logistics. In light of this transition, we formally request that Interfaith Community Shelter's Professional Services' Agreement with the City of Santa Fe, Munis contract #3250019, to support Consuelo's Place, be renewed for FY 2025-2026 with the caveat that the Agreement can be amended at some point during FY 2025-2026 when Consuelo's Place has the legal and fiscal ability to act independently. Additionally, we have projected finances for services for FY 2025-2026 to increase by an estimated $50,000. If it is desirable for Consuelo's Place to contribute to any "Code Blue" servicing, we ask for added funds of $15,000 be included in this contract. In summary, a total of $815,000 is requested for amendment to adequately provide all services currently offered by Consuelo's Place.

Consuelo's Place remains committed to serving our community's most vulnerable populations, and we greatly appreciate the City of Santa Fe's continued partnership and support. We welcome the opportunity to discuss this request further and provide any necessary documentation to facilitate the

amendment process.

Thank you for considering our request, and we look forward to your response.

Sincerely,

Michele Williams

Michele Williams
Shelter Manager

cc: Julie Sanchez

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2024

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

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

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME: Melanie Martinez
PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS: melanie.martinez@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley Regional Insurance Company	29580
INSURER B : New Mexico Employer's Assurance Company	13674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Interfaith Community Shelter Group Inc.
PO Box 22653
Santa Fe, NM 87502

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		HHN 8532597	12/1/2024	12/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			HHN 8532597	12/1/2024	12/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			HHN 8532597	12/1/2024	12/1/2025	AGGREGATE	$
	DED RETENTION $							$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		63790.116	11/1/2024	11/1/2025	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liab			HHN 8532597	12/1/2024	12/1/2025	Each Ocurrence	1,000,000
A	Professional Liabili			HHN 8532597	12/1/2024	12/1/2025	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Where required by written contract of agreement, the City of Santa Fe, its, directors, officials, officers, employees, agents, and volunteers are addtional insurace on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor.

Primary and Noncontributory
10 day cancellation

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - $500,000
Broadened Medical Payments - $20,000
Broadened Supplementary Benefits
a. Bail Bonds - $1,000
b. Expenses Incurred to Assist in Defense - $500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for "Special Events"
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of "Special Event" Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

A. BROADENED BODILY INJURY

Paragraph **3.** of **Section V – Definitions** is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

B. BROADENED PERSONAL AND ADVERTISING INJURY

1. Paragraph **14.** of **Section V - Definitions** is deleted and replaced with the following:

14. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.

a. False arrest, detention, or imprisonment;

b. Malicious prosecution or abuse of process;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;

d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products, or services;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

f. Misappropriation of advertising ideas or style of doing business;

g. Infringement of copyright, title, or slogan; or

h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.g.** above.

2. Exclusions **2.b.** and **2.c.** under **Coverage B - Personal and Advertising Injury Liability** are deleted and replaced with the following:

b. Material Published with Knowledge of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior to Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

C. BROADENED PROPERTY DAMAGE

Exclusion **2.a.** under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

a. Expected Or Intended Injury

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

D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

1. Paragraph **6.** under **Section III - Limits Of Insurance** is deleted and replaced with the following:

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and

b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, or sprinkler leakage occurrence.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

The Damage to Premises Rented to You Limit is the greater of:

c. $500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph **2. Exclusions** of **Coverage A - Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs **c.** through **n.**, do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

3. Paragraph **4. Other Insurance** of **Section IV - Commercial General Liability Conditions** is amended as follows:

Paragraph **b.(1)(a)(ii)** is deleted and replaced with the following:

(ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph **9.a.** under **Section V - Definitions** is deleted and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of **Section III - Limits Of Insurance.**

6. This Broadened Coverage does not apply if Fire Damage Liability of COVERAGE **A** (SECTION **I**) is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

E. BROADENED MEDICAL PAYMENTS

1. The following provision is added to Paragraph **2.** of **Section III - Limits Of Insurance**:

The Medical Expense Limit shall be the greater of:

a. $20,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III - Limits Of Insurance.**

3. This above Medical Expense Limit does not apply if **Coverage C - Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

F. BROADENED SUPPLEMENTARY PAYMENTS

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments - Coverages A and B** are deleted and replaced with the following:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

Paragraph **3.a** under **Section II - Who Is An Insured** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

Exclusion **2.g.** under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **Section V - Definitions**, Paragraph **12.**, "Mobile Equipment"; or

(6) An aircraft you do not own that is:

(a) Hired, chartered, or loaned with a crew; and

(b) Not owned in whole or in part by any insured.

(7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.

(8) This insurance is excess, under Paragraph **g.(6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Paragraph **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV - Commercial General Liability Conditions** is amended to add the following provision:

e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a.**, **2.b.**, and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

2. The following provisions are added to **Section IV - Commercial General Liability Conditions**:

10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

11. Notice To Company

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.

2. **Section V - Definitions** is amended to add the following paragraph:

23. "Special Event" means any event:

a. The purpose of which is to raise funds for you; or

b. To recognize the accomplishments of your organization, your "employees," or your "volunteer workers"; or

Includes copyrighted material of Insurance Services Office, Inc., with its permission

c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and

d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

K. AUTOMATIC ADDITIONAL INSURED(S)

The following provisions are added to **Section II - Who Is An Insured**:

4. Automatic Additional Insured(s)

a. Additional Insureds - Athletic Activity Participants

(1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

(a) "Medical expenses" under **Coverage C - Medical Payments.**

(b) "Bodily Injury" to:

(i) A co-participant, your "volunteer worker" or your "employee" while participating in amateur athletic activities that you sponsor; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or

(c) "Property damage" to property owned by, occupied or used by, rented to , in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

(i) A co-participant, your "volunteer worker", or your "employee"; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

(1) Your ongoing operations performed for such Additional Insured; or

(2) Such Additional Insured's financial control of you; or

(3) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(4) A permit issued to you by a state or political subdivision.

(b) Coverage does not apply to any "occurrence" or offense:

(i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

(ii) Which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) Supervisory, inspection, or engineering services.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

(e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph **(e)**. does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

c. Additional Insured - Funding Sources

(1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:

(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

d. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;

but only if the written or oral agreement is an "insured contract";

(a) Currently in effect or to become effective during the term of this policy; and

(b) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **d.(1)** immediately above, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

Includes copyrighted material of Insurance Services Office, Inc., with its permission

(b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

e. Additional Insured - Owner, Manager, Operator or Lessor of "Special Events" Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"

(i) Currently in effect or to become effective during the term of this policy; and

(ii) Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **e. (1)** of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or

(b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

f. Additional Insured - Supervisors or Higher in Rank

(1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:

(a) "Bodily injury" or "personal injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(a)(i)** above; or

(iii) Arising out of his or her providing or failing to provide professional health care services.

(b) "Personal Injury":

(i) To a co-"employee" while in the course of his or her employment;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(b)(i)** above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(b)(i)** or **(b)(ii)** above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

g. Additional Insured - LIMITATIONS

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

L. BLANKET WAIVER OF SUBROGATION

Paragraph **8.** under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS

Section III - Limits Of Insurance is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

a. You;

b. Your "executive officers," directors, "employees," and

c. Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITION ENDORSEMENT - TWO OR MORE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium paid, it is agreed that the following provision is added to the CONDITIONS section of the policy:

Two or More Coverage Forms or Policies Issued By Us.

Notwithstanding the Other Insurance provision, if this policy and any other coverage form or policy issued to you by us apply to the same occurrence, offense, or accident, the maximum Limit of Insurance under all such coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy.

Furthermore, in no event will coverage be provided during the policy period after (1) the applicable aggregate Limit of Insurance under any one coverage form or policy has been exhausted, or (2) the applicable aggregate Limit of Insurance under any one coverage form or policy would have been exhausted had all covered claims been submitted under that one coverage form or policy rather than under two or more coverages forms or policies.

This condition does not apply to any coverage form or policy issued by us specifically to apply as excess insurance over this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

 Includes copyrighted material of Insurance Services Office, Inc. used with its permission.

City of Santa Fe, New Mexico
Memorandum

DATE: July 15th, 2025

TO: Mark Scott, City Manager MS

VIA: Henri Hammond-Paul,
Community Health and Safety Director HH

FROM: Kristen Woods, Program Manager KW

SUBJECT: Retro-Active approval for Consuelo's Place Contract Amendment #1

ITEM & ISSUE:
Request for Approval of a Retro-Active amendment (Per Page 31 of the Purchasing Manual) for Fiscal Sponsorship of Consuelo's Place Amendment #1 to Professional Services Agreement Item #24-490 which expired on June 30th, 2025.

XX. Retroactive Approval for a Contract or Contract Amendment
The Procurement Code requires that all non-exempt procurement by the City shall be achieved by competitive sealed bids or competitive sealed proposals except for small purchases, sole source procurements, emergency procurements, and existing contracts. Failure of retroactive approval for contracts and contract amendments that fulfill all of the requirements of this manual and the Procurement Code, the City will approve the date requested in writing by the Requesting Department on the memo accompanying the request as long as the requested approval date is within thirty (30) days of the expiration of the contract.
For retroactive approval of contracts and contract amendments apart from the approval given pursuant to the provisions of this manual, the City may grant additional retroactive approval to a contract or contract amendment, based upon exceptional circumstances, where all the following conditions are met:
Page 32 of 37
A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;
B. the failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;
C. the Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the department director;
D. the Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services;

The Procurement Code, NMSA 1978 §13-1-182, as amended, governs situations in which the City has denied a request for retroactive approval of a contract or contract amendment due to the department's failure to meet the requirements of this rule.

Mark Scott (Jul 15, 2025 18:00 MDT)

Mark Scott, City Manager

Henri Hammon-Paul, CHS Director

CITY OF SANTA FE

DATE: July 17, 2024

TO: Governing Body
Finance Committee
Quality of Life Committee

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Maria Sanchez Tucker, Community Services Department Director MT
Johanna Nelson, Office of Affordable Housing Interim Director
Julie Sanchez, Director, Youth and Family Services Division

FROM: Kristen Woods, Youth and Family Services Program Manager KW

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with Interfaith Community Shelter LLC for Fiscal Sponsorship and Oversight of Operations of Consuelo's Place Emergency Non-congregate Shelter in the Total Amount Not to Exceed $750,000 including NMGRT through June 30, 2025 (Kristen Woods, Youth and Family Services Program Manager krwoods@santafenm.gov)

BACKGROUND AND SUMMARY

In 2020, the City deployed dormitory rooms located on City property at the former Santa Fe University of Art and Design campus, as temporary non-congregate shelter for people experiencing homelessness. A primary goal was to mitigate the potential for a COVID outbreak among unhoused people by reducing the population density at local shelters and coordinating testing and isolation for those people who would otherwise be on the streets. Another objective was to relieve hospitals by creating a place where vulnerable patients and/or those with positive COVID tests could be discharged, as well as sheltering people leaving detox/recovery programs or detention centers. Since then, the shelter has housed 50 – 100 residents per night, with stays lasting from a few days to several weeks. Over 40% of guests have exited into long-term stable housing situations. The New Mexico Coalition to End Homelessness (NMCEH) took on the role of fiscal sponsor for the shelter, hiring staff, securing insurance, security and maintenance contracts, managing the invoicing process and applying for additional operational funding.

In late 2023 NMCEH reached out to the City of Santa Fe's Office of Affordable Housing and formally requested to no longer be the fiscal sponsor of Consuelo's Place due to their capacity to oversee operations. The City's Office of Affordable Housing in collaboration with the Youth and Family Services Division released RFP # 24081 in which Interfaith was chosen as the new fiscal sponsor. NMCEH requests a release of obligation to Consuelo's Place by the end of July 2024.

Contracted funds will be used to pay for a leadership position, several case managers, and materials costs related to operating the facility. Support services are onsite to ensure that residents are stabilized through access to health care services, mental health counseling, food, and communal spaces.

The City's Youth and Family Services Division in partnership with the S3 funders collaborative will work with Interfaith to ensure a smooth transition plan for the residents and staff of Consuelo's Place.

PROCUREMENT METHOD:
The Office of Affordable Housing released RFP # 24081; Fiscal Sponsorship and Operations of Consuelo's Place, which expires June 30, 2025.

CONTRACT NUMBER:
The FY25 Munis Contract Number is **3250019**

FUNDING SOURCE:
The funding source is Human Services Fund
Fund Name/ Number: Fund 240
Munis Org Name/ Number: Human Services/ 2400122
Munis Object Name/ Number: Grants and Services/ 510400

ACTION REQUESTED:

The Office of Affordable Housing and Youth and Family Services Division respectfully requests your review and approval.

Signature: KRISTEN WOODS

Email: krwoods@santafenm.gov

Signature: Maria Tucker

Email: metucker@santafenm.gov

Signature: Johanna Nelson

Email: jcnelson@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Interfaith Community Shelter Group, Inc

Procurement/contract Title: Fiscal Sponsorship and Operations of Consuelo's Place

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☒Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: Community Services Staff Name: Julie Sanchez

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☒	☐	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP - Confidential info to be provided to GB by CPD Buyer**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other:** _____	☒	☐	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)**			
☒	☐	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☒	☐	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☒	☐	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Justin Gonzales Department Point of Contact	Contracts Administrator Title	07/19/24 Date
Maria Sanchez-Tucker Department Director		07/19/24 Date
JoAnn Lovato Montano JoAnn Lovato Montano (Jul 22, 2024 16:03 MDT) Chief Procurement Officer		Jul 22, 2024 Date
_____ ITT Representative	_____ Title	_____ Date

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3250019 Procurement # (RFP/ITB# If any): # 24081 RFP

Contractor: Interfaith Community Shelter Group, Inc

Procurement Method/Vehicle: *Small Purchase* ☐ *RFP* ☑ *ITB* ☐ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: Fiscal Sponsorship and Operations of Consuelo s Place

Contract: ☑ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: when signed Term End Date: June 30, 2024 Total Contract Amount: $750,000

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease: Professional Services

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for: _____

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: #24081 RFP

JoAnn Lovato Montano
JoAnn Lovato Montano (Jul 22, 2024 16:03 MDT)

Purchasing Officer Review: Date:

Comment & Exceptions: New agreement as of July - Reissued RFP

4. Funding Source: Human Services **Org / Object:** 2400122/510400

Andy Hopkins

Budget Officer Approval: Date:

Comment & Exceptions: Funded through General Funds

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ **Date** _____

Staff Contact who Completed This Form: Julie Sanchez Phone #: 505-955-6678

To be recorded by City Clerk:
Clerk # _____
Date of Execution: _____

Email: _____

ITT Representative (attesting that all information is reviewed) Title Date

From: DUTTON-LEYDA, TRAVIS K.
To: MINNICH, CODY J.; SANCHEZ, KATHY S.
Cc: LADD, ALEXANDRA G.; TUCKER, MARIA E.; SANCHEZ, JULIE J.
Subject: RE: RFP for Consuelo"s operations
Date: Thursday, January 4, 2024 11:09:46 AM

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes any IT components, send it to ereview@santafenm.gov to make sure ITT is aware of the procurement. Please provide their response to this office when you submit your procurement/contract request for processing.
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to

placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

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

Regards,

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

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

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

From: MINNICH, CODY J. <cjminnich@santafenm.gov>
Sent: Wednesday, January 3, 2024 2:57 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>
Cc: LADD, ALEXANDRA G. <agladd@santafenm.gov>; TUCKER, MARIA E. <metucker@santafenm.gov>; SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RFP for Consuelo's operations

Hi Travis and Kathy,

We are planning to issue an RFP for an operator for Consuelo's Place Shelter (the emergency non-congregate shelter at Midtown) – contract period starting 7/1/2024. NM Coalition to End Homelessness is the current fiscal agent for the shelter and do not want to continue in this role past 6/30/24. Below is a draft scope of work. It will likely be changed a bit, but not substantively. The budget for the yearly operations of the shelter is roughly $900k. Is an RFP the correct route to go for this? Would you be able to meet sometime in the next week or two to discuss?

The Contractor shall perform the work as follows:

A. Provide 24/7 staffing for "Consuelo's Place Shelter" to be operated at its current location documented as follows:

a. The staff on the payroll must be directly involved in the daily operation, provision of direct services, or administration of the Shelter;

b. Time sheets are required and the number of hours in the payroll must match the time sheets.

c. Contractor will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the operations and administration of the Shelter, if applicable.

B. Ensure that services are provided on-site, including emergency shelter stays, case management, formal and informal skill building for clients, quarantine services, housing navigation, and security services.

C. Prioritize individuals who meet federal definitions of homelessness or other standards of housing instability.

D. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

a. Ensure that all staff is trained in completing an assessment (VI-SPDAT) identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.

b. Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor's level of HMIS and CES Access).

c. Select from the NM CES prioritized list to fill openings when appropriate.

d. Participate in Case Conferencing and focus on action-oriented housing outcomes.

E. Become familiar with the Built for Zero methodology and contribute to the by-name list by submitting at minimum a monthly report of unduplicated and deidentified individuals experiencing literal homelessness to the Built for Zero Data Manager, located at the NMCEH and commit to quality improvement practices.

F. Work with each guest to determine long term housing needs and assist them with a housing plan, including searching for housing options, applying for and securing subsidy when appropriate.

G. Work with City staff to develop a relocation plan for the closure of the current location (estimated for June 30, 2025) and potential relocation at a new location, including a phased intake process as needed.

H. Report to the City on a quarterly basis the use of funds, program outcomes achieved, specifying eligibility of people served, and the percentage of guests who achieve long-term and affordable housing

Thank you!
Cody

Cody Minnich (he/him)
Office of Affordable Housing
Community Development Department
City of Santa Fe
123 Marcy Street, Suite 205
Santa Fe, NM 87501
O: (505) 955-6574
C: (505) 819-1194

CITY OF SANTA FE

From: Matt Loehman
To: MINNICH, CODY J.
Cc: CANDELARIA MARTINEZ, TONIETTE O.; LADD, ALEXANDRA G.
Subject: Re: Horizons first right of refusal
Date: Thursday, January 4, 2024 12:04:30 PM

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

Good afternoon Cody,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

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

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Thu, Jan 4, 2024 at 11:58 AM MINNICH, CODY J. <cjminnich@santafenm.gov> wrote:

> Good morning, Matt,
>
> We are preparing a Request for Proposal (RFP) for an operator of a non-congregate homeless shelter. The scope of work is below. Is this service on Horizon's approved list, or can we proceed developing the RFP?
>
> The Contractor shall perform the work as follows:

A. Provide 24/7 staffing for "Consuelo's Place Shelter" to be operated at its current location documented as follows:

a. The staff on the payroll must be directly involved in the daily operation, provision of direct services, or administration of the Shelter;

b. Time sheets are required and the number of hours in the payroll must match the time sheets.

c. Contractor will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the operations and administration of the Shelter, if applicable.

B. Ensure that services are provided on-site, including emergency shelter stays, case management, formal and informal skill building for clients, quarantine services, housing navigation, and security services.

C. Prioritize individuals who meet federal definitions of homelessness or other standards of housing instability.

D. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

a. Ensure that all staff is trained in completing an assessment (VI-SPDAT) identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.

b. Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor's level of HMIS and CES Access).

c. Select from the NM CES prioritized list to fill openings when appropriate.

d. Participate in Case Conferencing and focus on action-oriented housing outcomes.

E. Become familiar with the Built for Zero methodology and contribute to the by-name list by submitting at minimum a monthly report of unduplicated and deidentified individuals experiencing literal homelessness to the Built for Zero Data Manager, located at the NMCEH and commit to quality improvement practices.

F. Work with each guest to determine long term housing needs and assist them with a housing plan, including searching for housing options, applying for and securing subsidy when appropriate.

G. Work with City staff to develop a relocation plan for the closure of the current location (estimated for June 30, 2025) and potential relocation at a new location, including a phased intake process as needed.

H. Report to the City on a quarterly basis the use of funds, program outcomes achieved, specifying eligibility of people served, and the percentage of guests who achieve long-term and affordable housing

Thank you!

Cody Minnich (he/him)

Office of Affordable Housing

Community Development Department

City of Santa Fe

123 Marcy Street, Suite 205

Santa Fe, NM 87501

O: (505) 955-6574

C: (505) 819-1194

CITY OF SANTA FE

Item #: 24-0490
Munis Contract #: 3250019
SWPA/GSA/Coop/RFP/ITB#: RFP 24081

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall act as Fiscal Agent to provide oversight over the operations at Consuelo's Place shelter to ensure that there is a staffing to complete the following work:

A. Provide 24/7 staffing for "Consuelo's Place Shelter" (Shelter) to be operated at 1600 St Michaels Drive, Building 7/St Michael's Hall (Current Location) documented as follows:
   a. The staff on the payroll must be directly involved in the daily operation, provision of direct services, or administration of the Shelter;
   b. Time sheets or other form of payroll tracking are required and the number of hours in the payroll must match the hours in the payroll tracking.
   c. Within a month of execution of this contract, Contractor will provide to the City a staffing plan and time commitments (by percentage of a Full Time Employee (FTE) to be allocated to the operations and administration of the Shelter, if applicable.

B. Ensure that services are provided on-site, including emergency shelter stays, case management, formal and informal skill building for clients, quarantine services, housing navigation, and security services. Develop additional programming as needed.
C. Prioritize individuals who meet federal definitions of homelessness or other standards of housing instability.
D. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

a. Ensure that all staff is trained in completing an assessment, Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT), identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.
b. Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into the Homeless Management Information System (HMIS) (depending on Contractor's level of HMIS and CES Access).
c. Select from the NM CES prioritized list to fill openings when appropriate.
d. Participate in Case Conferencing and focus on action-oriented housing outcomes.

E. Adhere to the Built for Zero methodology adopted by the City and contribute to the by-name list by submitting at minimum a monthly report of unduplicated and deidentified individuals experiencing literal homelessness to the Built for Zero Data Manager, located at the NMCEH, and commit to quality improvement practices.

F. Work with each client to determine long term housing needs and assist them with a housing plan, including searching for housing options, applying for and securing subsidy when appropriate.

G. Work with City staff to finalize a lease agreement for continued use of the facilities at the Current Location, subject to extensions as needed, to be implemented within 60 days of execution of this contract.

H. Develop a relocation plan for the closure of the Current Location (estimated for June 30, 2025) and potential relocation at a new location, including a phased intake process as needed.

I. Report to the City on a quarterly basis the use of funds, program outcomes achieved, specifying eligibility of people served, and the percentage of guests who achieve long-term and affordable housing.

2. <u>Standard of Performance; Licenses</u>

A. The Contractor does hereby accept its designation as a professional service, rendering services related to oversee the operations at Consuelo's Place shelter for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. <u>Compensation</u>

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed seven hundred fifty thousand ($750,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed seven hundred fifty thousand ($750,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of**

the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

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

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2025 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

5. Termination

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations

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

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

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

15. Entire Agreement.

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

16. Merger

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

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

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

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

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

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

23. Records and Financial Audit

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

24. Indemnification

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

25. New Mexico Tort Claims Act

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

modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

To the City: Youth and Family Services Division
Community Health and Safety Department
PO Box 909
Santa Fe, NM 87504-0909

To the Contractor: Interfaith Community Shelter Group, Inc.
PO Box 22653
Santa Fe, NM 87502

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

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

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

CITY OF SANTA FE:

Alan Webber (Aug 2, 2024 16:57 MDT)

ALAN M. WEBBER, MAYOR

DATE: Aug 2, 2024

CONTRACTOR:
INTERFAITH COMMUNITY SHELTER GROUP, INC

Korina Lopez (Jul 18, 2024 18:14 MDT)

KORINA LOPEZ, EXECUTIVE DIRECTOR

DATE: Jul 18, 2024

CRS#: 03-1132553-007

Registration #: 222294

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 07/31/2024 XIV

CITY ATTORNEY'S OFFICE:

Jul 18, 2024

REBECCA MNUK-HERRMANN, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES

Emily K. Oster

FINANCE DIRECTOR

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/9/2024

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

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

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME: Melanie Martinez
PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS: melanie.martinez@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley Regional Insurance Company	29580
INSURER B : New Mexico Employer's Assurance Company	13674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Interfaith Community Shelter Group Inc.
PO Box 22653
Santa Fe, NM 87502

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		HHN 8532597	12/1/2023	12/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			HHN 8532597	12/1/2023	12/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			HHN 8532597	12/1/2023	12/1/2024	AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		63790.115	11/1/2023	11/1/2024	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liab			HHN 8532597	12/1/2023	12/1/2024	Each Claim	1,000,000
A	Professional Lia			HHN 8532597	12/1/2023	12/1/2024	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability

RE:

2020 Ford F250 1FT7W2B64LED39409

2020 Shower Trailer Classic Series 7K6L001246

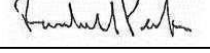
CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: INTERFAITH COMMUNITY SHELTER
DBA: INTERFAITH COMMUNITY SHELTER

Business Location: 2801 CERRILLOS RD
SANTA FE, NM 87501

Owner: KENNETH SEMAON

License Number: 222294

Issued Date: January 31, 2024

Expiration Date: January 31, 2025

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

INTERFAITH COMMUNITY SHELTER
PO BOX 22653
SANTA FE, NM 87502

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

GB Consuelos_Place Amend 1..

Final Audit Report 2025-07-17

Created:	2025-07-10
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAicCn6op47UZm9RYVldgKZmwnu9ZA3MI9

"GB Consuelos_Place Amend 1.." History

Document created by JIMMY TAPIA (jptapia@santafenm.gov)
2025-07-10 - 8:46:49 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-07-10 - 8:50:30 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-14 - 9:00:38 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-14 - 9:02:54 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-07-14 - 9:02:59 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-07-14 - 11:40:11 PM GMT - Time Source: server- IP address: 129.222.67.170

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-07-14 - 11:40:15 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-07-14 - 11:54:19 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-07-17 - 0:39:17 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-07-17 - 0:39:17 AM GMT

Signature:

Email: xivigil@santafenm.gov

Date: May 20, 2026

To: Governing Body and Quality of Life Committee

From: Lia Salaverry, Youth and Family Services Division Director LS

Via: Sandra Emory, Community Services Department Director

RE: Updating Resolution No. 2025-38 to Prioritize Seniors, in Addition to Families at the Micro Community at 2396 Richards Avenue

---

EXECUTIVE SUMMARY:

Resolution No. 2025-38 originally prioritized families with children and youth at the Micro Community located at 2396 Richards Avenue. The proposed resolution would update Resolution No. 2025-38 to include seniors experiencing homelessness in its scope.

BACKGROUND:

On June 11th, 2025, the Governing Body adopted Resolution No. 2025-38, which identified City of Santa Fe's property at 2395 Richards Avenue as a location for a Micro Community. This Micro Community would specifically provide shelter and supportive services for families with children and youth experiencing homelessness. The property at 2395 Richards Avenue is suited for such a Micro Community because it can house up to fifty (50) units, is not abutting any schools, daycares or playgrounds, is accessible to Emergency Medical Service vehicles and trash pickup, and is approximately a third of a mile from the main road, while still being located close to two City bus routes (numbers Four and Six).

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

Councilor Amanda Chavez

Councilor Jamie Cassutt

A RESOLUTION

UPDATING RESOLUTION NO. 2025-38 TO INCLUDE SENIORS IN THE SCOPE OF SERVICE AT THE MICRO COMMUNITY TO BE LOCATED AT 2395 RICHARDS AVENUE.

WHEREAS, Resolution No. 2025-38 identified the City of Santa Fe's ("City") property at 2395 Richards Avenue as a location for a Micro Community ("the Richards Avenue Micro Community"), and it established that this community would provide shelter and supportive services for families with children and youth experiencing homelessness in Santa Fe; and

WHEREAS, the City has identified an additional need for shelter and supportive services for seniors experiencing homelessness; and

WHEREAS, the property located at 2395 Richards Avenue can house up to fifty (50) units, is not abutting schools, daycare or playgrounds, is accessible to Emergency Medical Service Vehicles and trash pickup, and is approximately a third of a mile from the main road, while still being located close to two City bus routes (numbers Four and Six); and

WHEREAS, including seniors at the Richard's Avenue Micro Community will provide safer and more stable living conditions for older adults experiencing homelessness; and

WHEREAS, the Governing Body wishes to include seniors at the Richard's Avenue Micro Community in addition to families with children and youth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Resolution No. 2025-38 be updated to include seniors experiencing homelessness in the Richards Avenue Micro Community's scope of service.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (May 22, 2026 10:02:45 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Updating Resolution No. 2025-38 to Prioritize Seniors

FIR No. 10760.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Updating Resolution No. 2025-38 to Prioritize Seniors, in Addition to Families at the Micro Community at 2396 Richards Avenue

Sponsor(s): Mayor Michael Garcia, Councilor Alma Castro, Councilor Jamie Cassutt

Reviewing Department(s): Youth and Family Services Division

Staff Completing FIR: Lia Salaverry, Youth and Family Services Division Director **Date:** 5/20/2026
Phone: (505) 955-6678

Reviewed by City Attorney: Marcos Martinez (May 22, 2026 10:02:45 MDT) **Date:** 05/22/2026

Reviewed by Finance Director: ANDREA PHILLIPS (May 22, 2026 10:06:07 MDT) **Date:** 05/22/2026

Summary:
Resolution No. 2025-38 originally prioritized families with children and youth at the Micro Community located at 2396 Richards Avenue. The proposed resolution would update Resolution No. 2025-38 to include seniors in its specified scope of service.

Departments Affected:
Community Services Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then seniors would not be included in the scope of service at the Micro Community to be located at 2396 Richards Avenue.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This resolution updates Resolution No. 2025-38 which identified City property at 2395 Richards Avenue as a location for a Micro Community to provide shelter and supportive services for families and youth experiencing homelessness in Santa Fe.

Performance and Administrative Implications:
None.

Fiscal Implications:
There are no fiscal implications associated with this resolution. Fiscal implications related to the establishment of the Micro Community were previously identified and addressed in Resolution No. 2025-38.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature: Sandra Emory

Email: sxemory@santafenm.gov

Signature: Lia Salaverry

Email: lasalaverry@santafenm.gov

Date: May 11, 2026

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

From: Alvin Valdez, Benefits and Wellness Manager AAV

Via: Sarah Bolleter-Gonzalez, Interim Human Resources Director

RE: Establishing a Permanent Mental Heath and Wellness Program

---

EXECUTIVE SUMMARY:

The proposed resolution would remove the "pilot" status from the Wellness Leave Pilot Program, establishing that the City of Santa Fe's ("City") Personnel Rules 13.91 and 13.92 would become permanent policy and be incorporated into the City's Personnel Rules and Regulations. Rule 13.91 provides one (1) wellness day per calendar year for classified, full-time and part-time, exempt, and term employees; and Personnel Rule 13.92, provides up to two (2) hours per week of physical and mental fitness leave for full-time, exempt, and term employees.

BACKGROUND:

The Wellness Leave Pilot Program was approved as a two (2) year pilot program by the Governing Body in 2023 through Resolution No. 2023-17. The program, which is set to expire June 30th, was then extended in 2025 through Resolution No. 2025-40 in order to collect data and feedback from City employees to determine the impact of the pilot program.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

REMOVING "PILOT" STATUS FROM THE WELLNESS LEAVE PILOT PROGRAM, ESTABLISHING PERSONNEL RULES 13.91 AND 13.92 AS PERMANENT, AND ADDING A REQUIREMENT THAT EMPLOYEES COMPLETE ALL REQUIRED TRAININGS TO REMAIN ELIGIBLE TO RECEIVE WELLNESS DAY LEAVE.

WHEREAS, according to the Centers for Disease Control and the Kaiser Family Foundation's "Mental Health and Substance Use State Fact Sheet" New Mexico has an age-adjusted suicide rate nearly double the average of the rest of the country, as well as higher than average rates of anxiety or depressive disorders; and

WHEREAS, in 2023, the City of Santa Fe ("City") adopted Resolution 2023-17, establishing a two-year pilot program in support of physical and mental wellbeing for City employees and establishing Personnel Rules 13.91 and 13.92 ("Wellness Leave Pilot Program"); and

WHEREAS, Personnel Rule 13.91 allows classified full-time and part-time, exempt, and term employees one (1) day of leave as a "wellness day" each calendar year; and

WHEREAS, Personnel Rule 13.92 provides eligible, classified full-time, exempt, and

term employees two (2) hours per week for physical and mental fitness activities ("Physical and Mental Fitness Leave"); and

WHEREAS, in 2025, the City adopted Resolution No. 2025-40, which extended the Wellness Leave Pilot Program to June 30, 2026, and required employees to agree to take up to three surveys as a condition of taking wellness leave: one at the beginning of the year, one at the end of the year, and during the middle of the year, if the Human Resources Department determines the third survey is helpful; and

WHEREAS, three hundred fifty-two (352) employees enrolled in the Wellness Leave Pilot Program and three hundred fifty-one (351) employees utilized the program; and

WHEREAS, out of the three hundred forty-four (344) employees who completed the survey regarding the program, three hundred eighteen (318) said that the Wellness Leave Pilot Program increased their desire to stay employed with the City; and

WHEREAS, ninety-four percent (94%) of the survey participants stated that their morale at work has improved since participating in the Wellness Leave Pilot Program and over two hundred fifty (250) participants said they saw a significant reduction in stress; and

WHEREAS, the City recognizes that employee participation in trainings designed to improve performance, safety, satisfaction, productivity, and professional development supports overall employee well-being; and

WHEREAS, employees who elect to participate in the Wellness Leave Program shall be required to attend and complete any mandatory trainings designated by the City; and

WHEREAS, transitioning the Wellness Leave Pilot Program into a permanent policy will continue to support employees' physical and mental well-being and improve organizational performance.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Wellness Leave Pilot Program established in Resolution No. 2023-

17 and extended by Resolution No. 2025-40 shall be adopted as a permanent policy and be incorporated into the City's Personnel Rules and Regulations.

BE IT FURTHER RESOLVED that employees must complete all required City trainings to remain eligible to receive the Wellness Day Leave, as indicated in Rule 13.91, Exhibit A.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (May 20, 2026 14:11:04 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Updating the Terms of the Physical and Mental Wellness Leave Program

Exhibit A

RULE 13 LEAVE
Rule 13.91 Wellness Day Leave

Classified full-time and part-time, exempt, and term employees shall be eligible each calendar year for one (1) wellness day. Employees are eligible to request Wellness Day Leave after successful completion of the employee probationary period. This category of leave is designed to be used for mental health and wellness. Such leave should be requested in advance, to the extent possible. Every effort will be made to accommodate an employee's request. Wellness Day Leave should be granted unless granting the requested leave would impair the effective and efficient operation of the department.

1. The Wellness Day Leave must be taken in eight (8) consecutive-hour increments or in increments representative of the employee's regular work schedule. For example, a part-time employee would be eligible for 4 hours of wellness leave, an employee who works a 10-hour schedule would be eligible for 10 hours of wellness leave, a firefighter that works a 24-hour schedule would be eligible for 24 hours of wellness leave each calendar year.

2. The Wellness Day Leave must be taken within the current calendar year, or it will be forfeited.

3. Upon separation of employment, employees will not be compensated for the unused Wellness Day leave.

4. The Wellness Day Leave will not be counted toward the earning of Fair Labor Standards Act (FLSA) Overtime or Compensatory Time.

5. Employees and supervisors are required to utilize standard timekeeping processes to document and track Physical and Mental Fitness Leave.

6. Wellness leave may be forfeited in accordance with Training Policy 2026-0001. City employees, including classified, term, exempt, at-will, full-time, and part-time employees, who fail to complete all required trainings within a calendar year may lose wellness leave accrued for the following calendar year.

Rule 13.92 Two-Hour Weekly Wellness Program: Physical and Mental Fitness Leave.

Classified full-time, exempt, and term employees may be eligible for two (2) hours per week of Physical and Mental Fitness Leave for physical and mental fitness activities. Employees are eligible for this leave after successful completion of the probationary period and required approvals. This is a category of leave designed to promote fitness and wellness.

1. The Physical and Mental Fitness Leave will not be counted toward the earning of the Fair Labor Standards Act (FLSA) Overtime or Compensatory Time.

2. Employees may request a modified work schedule by utilizing the standard request process for flexible-work arrangements, which may permit the employee to take up to two (2) hours per week of Physical and Mental Fitness Leave for physical and mental wellness purposes.

3. Physical and mental fitness activities are activities that promote physical and/or mental well-being including physical exercise (for example, bicycling, walking, jogging, yoga, weight training, swimming, tennis, volleyball, softball and racquetball), health risk appraisals, wellness screenings, fitness testing, mindfulness and meditation exercises, healthy eating classes, nutrition consultation, health behavior change coaching, and smoking cessation classes.

4. An eligible employee must request and be approved to participate in the Physical and Mental Fitness Leave through the standard flexible work arrangement process. Granting the employee request is subject to the needs of the City. If the request is approved, it may be withdrawn by the City at any time if allowing the employee to continue would not be in the best interest of the City or have a negative impact on the operations of the City. The denial or rescinding of Physical and Mental Fitness Leave is not subject to grievance procedures or appeal processes.

5. Time needed for travel, taking showers, changing clothes and/or eating lunch must be considered and should be included in the modified work schedule.

6. Employees may be required to forgo a scheduled period of Physical and Mental Fitness Leave due to mandatory meetings, trainings, or other work-related obligations that cannot be rescheduled. However, missed Physical and Mental Fitness Leave is forfeited and may not be made up at a different time during the week it was missed.

7. Employees who are absent from work on a scheduled period of Physical and Mental Fitness Leave shall forfeit the leave for that day and it may not be made up at a different time.

8. Physical and Mental Fitness Leave may not be used in conjunction with other leave types (e.g., sick leave, annual leave, compensatory time, educational leave, administrative leave) in a manner that results in excessive stacking of leave, as determined by the Department.

9. While considering and reviewing requests for participation in Physical and Mental Fitness Leave, supervisors should maintain adequate coverage to meet the business needs of the City, should not unfairly shift workloads to other staff members, and should not incur additional associated costs to the City.

10. Participants in this program are responsible for notifying their supervisor should they cease to engage on a regular basis, in the Physical and Mental Fitness Leave on the days specified on their request.

11. As a condition of participating in the Physical and Mental Fitness Leave, employees irrevocably agree to indemnify and hold the City of Santa Fe harmless from any and all liability and waive any claims, including but not limited to workers' compensation, for any and all injuries caused by or aggravated by activities completed during any Physical and Mental Fitness Leave.

13. Employees and supervisors are required to utilize standard timekeeping processes to document and track Physical and Mental Fitness Leave.

FIR No. 10759.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Establishing a Permanent Mental Health and Wellness Program

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Human Resources

Staff Completing FIR: Alvin Valdez, Benefits and Wellness Director **Date:** 5/11/2026
Phone: (505) 955-6075

Reviewed by City Attorney: Marcos Martinez (May 20, 2026 14:11:04 MDT) **Date:** 05/20/2026

Reviewed by Finance Director: ANDREA PHILLIPS (May 22, 2026 10:57:05 MDT) **Date:** 05/22/2026

Summary:
The proposed resolution would remove the "pilot" status from the Wellness Leave Pilot Program, establishing that the City of Santa Fe's ("City") Personnel Rules 13.91 and 13.92 would become permanent policy and be incorporated into the City's Personnel Rules and Regulations. Rule 13.91 provides one (1) wellness day per calendar year for classified, full-time and part-time, exempt, and term employees; and Personnel Rule 13.92, provides up to two (2) hours per week of physical and mental fitness leave for full-time, exempt, and term employees.

Departments Affected:
All departments.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Wellness Leave Pilot Program will expire June 30, 2026, and will not be made a permanent program. City employees would no longer have Wellness Day Leave and Physical and Mental Fitness Leave.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution No. 2023-17 established the initial pilot program, and Resolution No. 2025-40 extended the pilot program through June 30, 2026.

Performance and Administrative Implications:
If the program contributes to hiring and retention and/or employee performance, then the program would improve city performance.

Fiscal Implications:

If every employee took Wellness Day Leave, the equivalent cost would be approximately $342,284. In addition, there is a possibility that overtime costs could be incurred as a result of the leave if a position requires an employee to work a shift in the absence of an employee who is on the leave, however that amount is unknow. It is unknown because an employee who is called in to work may or may not be eligible for overtime pay pursuant to City rules and the Fair Labor Standard Act. Additionally, most positions in the City do not require calling in another employee for overtime in the absence of the originally scheduled employee. If every employee utilized two hours per week of Physical and Mental Fitness Leave, the equivalent cost of the lost hours would be approximately $4,449,668. Lastly, if the past is predictive of the future, not all employees will utilize that benefits provided in Personnel Rule 13.

Fiscal Impact

____X____ Check here if no fiscal impact

Expenditures

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature:

Email: snbolleter-gonzales@santafenm.gov

Signature:

Email: aavaldez1@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: May 13, 2026

To: Governing Body

From: Erica Renaud, Sustainability Supervisor, Conservation & Sustainability Division (CSD) ER

Via: Jesse Roach, Interim Public Utilities Director JR Jesse Roach
Christine Chavez, Conservation & Sustainability Director CyC

Subject: Homewise Community Energy Efficiency Development (CEED) Contract

Vendor Name: Homewise, Inc.

Munis Vendor Number: 2481

ITEM AND ISSUE:

The Conservation & Sustainability Division in Public Utilities respectfully requests your review and approval of professional services established using Santa Fe County's contract with Homewise and a Budget Adjustment Resolution (BAR) in the total amount of $1,254,170.00 to administer their Community Energy Efficiency Development (CEED) grant. The City of Santa Fe's contract with Homewise will not exceed $1,254,170 inclusive of NM GRT for administering the CEED program for a term duration of 05/26 to 12/27. Contract amount thresholds for both the Santa Fe County and the City of Santa Fe were established based on the amounts awarded by the New Mexico Energy, Minerals and Natural Resources Department's Energy Conservation and Management Division (ECAM) CEED grant.

CONTRACT NUMBER:

The FY25-26 Munis contract number is 3260406.

BACKGROUND AND SUMMARY:

The Community Energy Efficiency Development (CEED) grant, funded through the New Mexico Energy, Minerals and Natural Resources Department's Energy Conservation and Management Division (ECAM), enables the City of Santa Fe's Conservation & Sustainability Division to deliver comprehensive energy efficiency and electrification upgrades to income-qualified households in Census Tracts 12.02, 12.03, and 12.05 by reducing energy burden, improving housing quality, and advancing the City's carbon neutrality goals. The City has selected Homewise to administer the grant due to its proven track record as a trusted, community-based organization with extensive experience in home repair, energy efficiency, and affordable housing services. Through its Energywise program, Homewise brings established contractor networks, program delivery infrastructure, and demonstrated success managing similar funding, including large-scale home improvement and energy initiatives for low-income residents. This partnership allows the City to efficiently implement CEED by leveraging Homewise's expertise and capacity, while also integrating additional resources such as community solar and state and federal rebate programs to maximize impact for participating households. The grant is fully funded by the State of New Mexico and requires no City matching funds.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: RESCONSV / 230

Munis Org Name/Number: Clean Energy/2300331

Munis Object Name/Number: Grants & Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/27/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

This is an existing contract procurement method NMSA 1978, Section 13-1-129 applies. See Attachment F.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 06/04/2026

AP
AP (May 27, 2026 13:21:59 MDT)

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☒ Yes | ☐ No

If yes, what is the issuing agency: New Mexico Energy, Minerals and Natural Resources Department's Energy Conservation and Management Division (ECAM)

Approval: ERIKA LUJAN
ERIKA LUJAN (May 27, 2026 14:59:56 MDT) **Title:** Grants Manager **Date:** 05/27/2026

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: Project ID: ESD2623000; Grant ID: S2637

Approval: Erika Luhan **Title:** Grants Manager **Date:** 12/08/2025

Comment/Exceptions:

Contract Administrator for the Public Utilities Division: Amanda Britt apbritt@santafenm.gov

ATTACHMENTS:

1. Certificate of Insurance (CoI) Homewise
2. City of Santa Fe Professional Services Contract: Homewise CEED Contract
3. Budget Adjustment Resolution (BAR)
4. Project Ledger: Project ID: ESD2623000; Grant ID: S2637
5. State of New Mexico Governmental Services Agreement Between the State of New Mexico, Energy, Minerals and Natural Resources Department and City of Santa Fe: SHARE No.26-521-0220 (with Notice to Proceed Letter, Ordinance and signed GSA)
6. County of Santa Fe Professional Services Contract: Homewise CEED Contract

HOMEINC-05 JBLAND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/24/2026

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

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

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427
E-MAIL ADDRESS: julia.bland@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Central Mutual Insurance Company	20230
INSURER B : New Mexico Premier Insurance Company	13675
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Homewise Inc
1301 Siler Rd Building D
Santa Fe, NM 87507

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CLP8361218	5/23/2025	5/23/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			CLP8361218	5/23/2025	5/23/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CXS9657964	5/23/2025	5/23/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		5950133	12/3/2025	12/3/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	FF Excess Liability			MKLV7EUE101949	5/23/2025	5/23/2026	Each Occurrence	3,000,000
C	FF Excess Liability			MKLV7EUE101949	5/23/2025	5/23/2026	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*ADD'L COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Limit: $250,000/Deductible: $2,500

**PROFESSIONAL LIABILITY COVERAGE - Policy #MPL001192-1025 - Eff: 10/23/2025 - 10/23/2026 - Underwriter's at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim

***DIRECTORS & OFFICERS LIABILITY COVERAGE: Policy #DOL3664426 - Eff: 10/1/2025 - 10/1/2026 - Great American Insurance Company - $5,000,000 Each Claim Limit; $5,000,000 All Claims Aggregate
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
201 W. March St.
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: HOMEINC-05 JBLAND

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
******OUT-OF-STATE WORKER'S COMPENSATION - Policy #WC563923804 - Eff: 12/3/2025 - 12/3/2026 - American Guarantee & Liability Insurance Company - $1,000,000 E.L. Each Accident; $1,000,000 E.L. Disease - Each Employee; $1,000,000 E.L Disease - Policy Limit**

*******CYBER LIABILITY - Policy #C4MQ8236992CYBER2025 - Eff: 10/4/2025 - 10/4/2026 - Arch Specialty Insurance Company - $2,000,000 Each Claim Limit; $2,000,000 Aggregate Limit**

.

Where required by written contract or agreement, the City of Santa Fe is included as additional insured with respect to general liability.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME BUILDERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
AGGREGATE LIMITS OF INSURANCE
EMPLOYEE BENEFITS LIABILITY COVERAGE
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
HOME BUILDERS AMENDMENTS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
LIMITED FUNGI OR BACTERIA, SILICA OR SILICA-RELATED DUST AND EXTERIOR INSULATION AND FINISH SYSTEMS
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
VOLUNTARY PROPERTY DAMAGE
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ADDITIONAL COMMERCIAL GENERAL LIABILITY CONDITIONS
LOST KEY COVERAGE

A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured.

   Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

   However, the insurance afforded to such additional insured described above:
   a. only applies to the extent permitted by law; and
   b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

   This insurance does not apply to:

   a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. "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.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured – Lessor of Leased Equipment – Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such a person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

   However, the insurance afforded to such additional insured described above:

   a. only applies to the extent permitted by law; and
   b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. An express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
   h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or
      2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph **2.** applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

F. Employee Benefits Liability Coverage

The following is added to SECTION I - COVERAGES:

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION **III** LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and

3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the SUPPLEMENTARY PAYMENTS - COVERAGES **A** AND **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:

a) Insureds;

b) "Claims" made or "suits" brought;

c) Persons or organizations making "claims" or bringing "suits";

d) Acts, error or omissions which result in loss; or

e) Benefits included in your "employee benefit program."

2) **$2,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

3) Subject to the above Limit, **$1,000,000** is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

a) An act, error or omission; or

b) A series of acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. Deductible

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **$1,000.** The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

1) Our right and duty to defend any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

1) What the act, error or omission was and when it occurred; and

2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

1) Immediately record the specifics of the "claims" or "suit" and the date received; and

2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

2) Authorize us to obtain records and other information;

3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and

2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:

a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;

c. Unemployment insurance, social security benefits, workers compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. Fire, Sprinkler Leakage Or Explosion

1. The word "fire" is changed to "fire, sprinkler leakage or explosion" where it appears in:

a. The Limits of Insurance section of the Declaration:

b. Paragraph **6.** of SECTION III - LIMITS OF INSURANCE; and

c. Paragraph **4.b.** of the OTHER INSURANCE condition;

2. Section **9.a**. under SECTION V. - DEFINITIONS is amended to read: a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract.

3. The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following: Exclusions **c.** through **n.** do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event. Whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

4. The Damage to Premises Rented To You Limit in Paragraph **6.** of SECTION III - LIMITS OF INSURANCE, is replaced by a new Fire, Sprinkler Leakage or Explosion Limit, which will be subject to all of the terms of SECTION III - LIMITS OF INSURANCE. The new Fire, Sprinkler Leakage or Explosion Limit is **$300,000** unless a higher limit is shown on the Declarations or Change Endorsement.

H. Home Builders Amendments

SECTION I - COVERAGES, Coverage A, Exclusion **j.** Damage to Property, is replaced with the following:

"Property damage" to:

1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2) Premises you give away or abandon, if the "property damage" arises out of any part of those premises;

3) Property loaned to you;

4) Personal property in the care, custody or control of the insured;

5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

6) Property that you rent or hold for rental which must be restored, repaired, or replaced because of "your work".

Paragraph **(1)** of this exclusion does not apply to property you rent or occupy if that property is "your work" and not owned by you.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

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

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

SECTION I - COVERAGES, Coverage A, Exclusion **I.** Damage to Your Work, is replaced with the following:

1. Damage to Your Work

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

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

This exclusion only applies to that particular part of "your work" that causes the "property damage."

I. Include Directors Or Trustees On Committees As Employees (not applicable to Employee BenefitsLiability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

J. Limited Fungi Or Bacteria, Silica Or Silica-Related Dust And Exterior Insulation And Finish Systems Coverage:

1. Coverage provided by this insurance for "bodily injury" or "property damage," arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system" incident, is subject to a **$100,000** Aggregate Limit as described in Paragraph 2. of this section. This provision 1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

2. The following are added to SECTION III - LIMITS OF INSURANCE:

A. Subject to Paragraphs **2.** and **3.** of SECTION III - LIMITS OF INSURANCE, as applicable, the Fungi or Bacteria, Silica or Silica-Related Dust, and Exterior Insulation and Finish Systems Liability Aggregate Limit is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage **C.** for Medical Payments arising out of one or more "fungi" or bacteria, "silica" or "silica-related dust" or "exterior insulation and finish system" incidents. This provision **B.1.** does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. Paragraph **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE continue to apply to "bodily injury" or "property damage" arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system incident" but only if, and to the extent that, limits are available under the Fungi or Bacteria, Silica or Silica-Related Dust and Exterior Insulation and Finish Systems Liability Aggregate Limit.

3. The following exclusion is added to Paragraph **2.**, Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

a. "Personal and Advertising Injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."

b. "Personal and Advertising Injury" arising out of a "fungi or bacteria incident."

c. "Personal and Advertising Injury" arising out of, caused by, or attributed to, whether in whole or in part, the following:

1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2) "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

d. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria, "silica" or "silica-related dust," or "exterior insulation and finish system" by any insured or by any other person or entity.

4. The following definitions are added to the Definitions Section:

a. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1) A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3) A reinforced or unreinforced base coat;

4) A finish coat providing surface texture to which color may be added; and

5) Any flashing, caulking or sealant used with the system for any purpose.

b. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

c. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

d. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

e. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

K. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.

2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

L. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion **2.g**. is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;

2) A watercraft you do not own that is:

   a) Less than 60 feet long; and

   b) Not being used to carry persons or property for a charge;

3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5) "Bodily injury" or "property damage" arising out of:

   a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

   b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

6) An aircraft you do not own provided it is not operated by any insured.

M. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV. - COMMERCIAL GENERAL LIABILITY, CONDITION 2, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

N. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. **EXCLUSIONS**

a. With regard only to the coverage provided by this extension L., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2.** Exclusions, **f.** is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

O. Reasonable Force Expansion - Property Damage

Exclusion **2.a**. of SECTION I - Coverage A is replaced with the following:

a. Expected Or Intended Injury

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

P. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph **1.b.** is replaced by the following:

Up to **$2,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$400** a day because of time off from work.

Q. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.
2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.
3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**
4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

   We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
5. The insurance under the Voluntary Property Damage shall not apply:
   - **a.** To "loss" of property at premises owned, rented, leased, operated, or used by you;
   - **b.** To "loss" of property while in transit;
   - **c.** To "loss" of property owned by, rented to, leased to, borrowed by or used by you;
   - **d.** To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;
   - **e.** To "loss" of property included within the "Products/Completed Operations Hazard";
   - **f.** To "loss" of property which is an "auto" or "mobile equipment."
   - **g.** To "loss" of property caused by "pollutants."
6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

R. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we

make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

S. Additional Commercial General Liability Conditions

1. Other Insurance

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **4.** OTHER INSURANCE:

When this Home Builders Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

a. There shall be no duplication of the Limits of Insurance.

b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Home Builders Plus endorsement.

2. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by addinng LIBERALIZATION

If we adopt a change in our Commercial General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Endorsement. It will apply when the change becomes effective in your state.

T. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided forthe loss of keys which are in the possession of the insured or his "employees" subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b):**

However, coverage is provided for the loss of keys which are in the possession of the insured or his "employees," subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his "employees" or agents;

b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION OR NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE *

Person or Organization and Address

City of Santa Fe
201 W. March St.
Santa Fe, NM 87501

30

*** (If no entry appears above, information required to complete this endorsement will be shown in the Declarations or Change Endorsement as applicable to this endorsement.)**

1. If we cancel this policy, we will mail notice of cancellation to the person or organization shown in the Schedule, Declarations or Change Endorsement. Notice will be sent to the address shown in the Schedule, Declarations or Change Endorsement. Except for non-payment of premium, notice will be sent at least 30 days before the effective date of cancellation. If the policy is cancelled for non-payment of premium, notice will be sent at least 10 days before the effective date of cancellation.

2. If we decide not to renew this policy, we will mail notice of nonrenewal to the person or organization shown in the Schedule, Declarations or Change Endorsement. Notice will be sent to the address shown in the Schedule, Declarations or Change Endorsement. Notice will be sent at least 30 days before the effective date of nonrenewal.

3. Failure to send notice of cancellation or nonrenewal, or failure to allow the number of days notice stated above, shall impose no obligation or liability of any kind upon us, our agents or representatives.

SIGNED BAR ATTACHED AT THE BOTTOM

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities: Environmental Services	5/11/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants and Services	2300331	510400	ESD2623000	1,254,170	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Energy and Minerals Department Revenue for ECAM	2300331	490200	ESD2623000		1,254,170
				$ 1,254,170	$ 1,254,170

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
Increase of budget authority to liquidate grant funding for Energy Retrofit, Adminstration:ECAM Share No. 25-521-0300-0155, CEED Community Efficiency Development. Expires 12/31/2027

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

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

Erica Renaud
Erica Renaud | May 13 2026 10:59:43 MDT
Prepared By *{print name}* Date

christine chavez
Division Director Signature *{optional}* Date

Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: November 26, 2025

Project Title: Community Energy Efficiency Development (CEED) Grant

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: ESD2623000

Grant ID: S2637

Approved By: ERIKA LUJAN (Dec 8, 2025 08:26:12 MST)

CT (Finance Use Only)

Department: Public Utilities - CSD Project Manager: Erica Renaud Ext: 4222

Project Date Range: 2025 to December 31, 2027 ☐ Create Fixed Asset

---

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

Funding Source: EMNRD - ECAM % of Funding: 100

MUNIS ORG: 2300331 MUNIS OBJ: 490200 Awarded Amount: $1,254,170.00

Funding Source: _____ % of Funding: _____

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

Expense String Phase:

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

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

Phase: Energy Retrofit, Administration MUNIS ORG: 2300331 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: GSA NM EMNRD ECAM Share #25-521-0300-0155 Awarded Amount: $1,254,170.00

AR Charge Code: 2300331.490200 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700006 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

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

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

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

STATE OF NEW MEXICO
Energy, Minerals and Natural Resources Department

Michelle Lujan Grisham
Governor

Erin Taylor
Acting Cabinet Secretary

Rebecca 'Puck' Stair, Director
Energy Conservation and Management Division

April 8, 2026

Erica Renaud
Conservation and Sustainability Division
City of Santa Fe
via email: enrenaud@santafenm.gov

RE: Notice to Proceed on work related to Community Energy Efficiency Development Program project (SHARE No.26 521-0300-0233)

Dear Erica,

Enclosed for your files is a fully-executed Governmental Services Agreement (GSA) for work on the Community Energy Efficiency Development (CEED) Program through the New Mexico Energy, Minerals and Natural Resources Department, Energy Conservation and Management (ECAM) Division.

Please feel free to contact me if you have any questions. We look forward to working with you on the successful completion of this project.

Sincerely,

Edward McIlvain
Program Manager – Green Buildings
Energy Conservation and Management Division
Energy, Minerals & Natural Resources Department
(505) 607-5311
Edward.mcilvain@emnrd.nm.gov

SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
HOMEWISE, INC.

This Agreement is entered into this 16th day of October 2025, between **Santa Fe County**, a political subdivision of the state of New Mexico (the "County"), and **Homewise, Inc.**, 1301 Siler Rd., Bldg. D, Santa Fe, NM 87507 (the "Administrator").

Background

WHEREAS, pursuant to NMSA 1978, Section 13-1-112, competitive, sealed proposals were solicited by a formal RFPs by No. 2025-0055-CDD/TJ to procure these services; and

WHEREAS, the County requires a community-based organization to administer the Santa Fe County Home Rehabilitation Energy Efficiency (HREE) and Community Energy Efficiency Development (CEED) programs to provide home rehabilitation and energy efficient improvements for low to moderate income County residents; and

WHEREAS, based upon the evaluation criteria in the RFP for selecting the most qualified offeror, the County has determined the Administrator as the most responsive and highly rated offeror; and

WHEREAS, the County requires the services of the Administrator, and the Administrator is qualified and willing to provide the services and both parties wish to enter into this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. ADMINISTRATOR'S SERVICES

Attached are Santa Fe Resolution No. 2024-062 and Santa Fe County Ordinance No. 2025-01 (see Attachments A and B) for the Administrator's reference in performing the services under this Agreement and administering the CEED and HREE programs. The Administrator's Services are as follows:

A. Household Eligibility and Application Assessment

1) Utilize the Neighborly Software for processing applications and document collection. Evaluate applicants for completeness using basic household demographic information, supporting income documentation, and self-reported household conditions.

2) Deny applications that do not meet program criteria, request additional information for incomplete applications, and notify the County of all program-eligible applicants. Program criteria include:
   i. Area Median Income (AMI) cannot exceed 100% for any projects projected to draw down project funds.

ii. Property must be owned by applicant.
iii. Property must be applicant's primary residence; Administrator will refer landlords seeking to make upgrades drawing on CEED and/or HREE capital.
iv. Property must be located within the project region.
v. Administrator will not proceed with work on any project unless the applicant's property tax bill is current.

B. Participant Ranking and Prioritization

1) Rank eligible households that have been preapproved and referred by the County using a Vulnerability Index to determine the order of project deployment. The prioritization of applicants will be determined by utilizing a vulnerability index/point scale. Below is the point scale being used:

Key:	Points:
AMI under 65%	1
Age 62 or over	1
Children in HH under 18	1
More than two children under 18	1
Disabled individuals	1
Health or safety issues that meet thresholds	1

Should there be multiple applicants who receive the same number of points, priority will be established by AMI where the lowest AMI household gets the highest priority.

C. Coordination of Home Assessments and Energy Audits

1) Conduct home assessments/energy audits (referred to as Energywise Roadmaps) for all eligible applicants, to be completed by either Administrator Energy Coach or a third-party inspector. Where feasible, Administrator will encourage the inclusion of energy auditor trainees or apprentices through the New Mexico Home Energy Audit Train (NM HEAT) program in home assessment activities. The Energywise Roadmap notes the condition of the home and lists the energy-efficiency improvements needed to provide a reduction in housing costs though long-term decreases in utility expenses. Prior to conducting the home assessment, Administrator may inquire and/or verify the eligible applicant's homeowner's insurance status and refer those applicants who do not meet the requirements back to the County.

D. Development of Household Level Scopes of Work

1) Work with the homeowner to develop a scope of work that includes both proposed energy efficiencies measures identified in the Energywise Roadmap and associated funding sources (HREE, CEED, rebates, tax credits, etc.). Administrator will work with the homeowner to prioritize interventions that address long term livability, mitigate substandard living condition, connect to utilities, allow for equitable access to current occupants based on disability status, and/or provide a reduction in housing costs through longer-term decreases in utility expenses.

2) Identify and integrate all applicable Home Energy Rebates (HER) and Home Electrification Appliance Rebates (HEAR), as to make client aware of potential state and federal tax credit opportunities, and blend CEED and HREE capital to address as much of the scope of work as possible.

3) Identify the source of capital for each proposed activity to adhere to all CEED and HREE program requirements including approved activities and intervention specific funding caps as documented within GSA 25-521-0300-0140 (see Attachment C: Energy Conservation Measure Improvements).

4) Where the Energywise Roadmap indicates the presence of residential hazards like mold, asbestos, lead-based paint or ground water contaminants Administrator will notify the County. The Administrator's Services under this Agreement do not include hazard mitigation.

E. Subcontractor Solicitations, Reviews and Approval of Bids

1) For all projects Administrator will develop a list of qualified contractors approved by the County, preferably from the Statewide Price Agreement No. 30-00000-23-00070 (Attachment D). The Administrator will provide the list to the homeowner, who will solicit bids directly; Administrator will provide assistance with this process if the homeowner prefers. The contractors will submit bids based on the scope of work to the Administrator and homeowner indicating specific measures and associated costs. The Administrator will review bids with the homeowner to refine bids to meet funding and energy constraints in selecting a contractor. Administrator will provide the County with copies of all bids received. Finalizing the approved bid will include signatures from the Administrator, contractor and homeowner.

F. Project Funding

1) Provide the County with the final bid prior to the commencement of each project. Upon final approval, the County will provide Administrator with a loan packet for each homeowner, which much be signed before any work begins.

2) The County will hold the lien for each loan originated under this program. The County will record the mortgage and note for each project. The County is responsible for all post-funding compliance.

G. Administrator Coordination and Management of Contractors

1) During construction the Administrator will request and manage status updates from the contractors and notify the County of any issues or request change orders. Administrator will convey to the contractors the requirement in Section 10 below (Release), that any receipt of payment due to a contractor serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

2) Contractors will be required to maintain detailed project records and provide a quarterly report to the County, including without limitation the number of completed and in-process projects total CEED and HREE capital and demographics of households. Contractors will provide, as requested by the County, approved scopes of work and Energywise Roadmaps for specific households.

3) At completion, Administrator will conduct a final walkthrough, confirm all tasks outlined within the scope of work have been completed, and collect a certificate of completion signed by the client, contractor, and Administrator. Contractors will sign lien waivers upon receiving final payment. For CEED project following the completion of projection the Administrator will schedule and contract a second energy audit to validate project actions and efficiency improvements.

4) After Administrator has collected the Certificate of Completion, signed by both homeowner and contractor, Administrator will provide the certificate to the County. The County will issue payment directly to the contractor.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks in Section 1 (Administrator's Services) will be completed to the County's satisfaction and for the amount stated in Section 3 (Compensation, Invoicing and Set-off).

B. The County may request changes in the Administrator's Services. Any changes to the Administrator's services must be made by written amendment.

C. The County may require Administrator to expand its services to include other departments and divisions of Santa Fe County.

3. COMPENSATION, INVOICING AND SET-OFF

A. The County shall pay the Administrator according to the following terms:

1) The total compensation payable to the Administrator for the term of this Agreement will not exceed **$424,500.00**, *exclusive* of NM GRT.

2) The amount is a maximum and not a guarantee that the services and work assigned to be performed by the Administrator under this Agreement shall equal the amount stated herein. The parties do not intend for the Administrator to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Administrator when the services provided under this Agreement reach the total compensation amount. In no event will the Administrator amount without this Agreement being amended in writing.

B. The Administrator must submit a written request for payment to the County when payment is due. Upon the County's receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought. The County will not make payment until the County issues a written certification accepting the services.

1) The County's representative for certification of acceptance or rejection of services is Denise Benavidez, Deputy Community Development Director, (505) 986-6264, e-mail debenavidez@santafecountynm.gov, or other individual as may be designated by the County.

2) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the services. If the County does not issue payment for accepted services within 30 days

of the certification by the County, the County will pay a late payment fee of 1.5% per month until the amount due is paid in full.

C. If the Administrator breaches this Agreement, the County may, without penalty, withhold payments due the Administrator for the purpose of set-off until the County determines the exact amount of damages it suffered as a result of the breach.

D. The County's payment to Administrator will not foreclose the County's right to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

A. This Agreement will become effective on the date of last signature by the parties and will terminate one year from the date of last signature, unless earlier terminated under section 5 (Termination) or 6 (Appropriations and Authorizations). After the initial term the parties may agree to extend the term in one-year increments for a maximum of four years.

5. TERMINATION

A. Termination for Cause. Either party may terminate this Agreement based upon a breach by the other party. The non-breaching party must give the breaching party written notice of termination stating the specific grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice, during which time the breaching party may cure the breach. If the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within the 30-day period, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may terminate this Agreement at any time for any reason or no reason, by giving the Administrator written notice of termination. The notice must state the effective date of termination, which must not be less than 15 days from the Administrator's receipt of the notice. The County will pay the Administrator for acceptable services performed before the effective date of termination. The County will not be liable for any services performed by the Administrator after the date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

The County's performance of the obligations under this Agreement is contingent upon sufficient appropriations and authorizations by the Board of County Commissioners of Santa Fe County, and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and/ or authorizations are not made in this or future fiscal years, this Agreement must terminate upon written notice by the County to the Administrator. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Administrator for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed,

budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Administrator in any way, or forum, including a lawsuit.

7. INDEPENDENT ADMINISTRATOR

The parties intend that the Administrator and its agents and employees will be independent Administrators and not employees or agents of the County. Accordingly, the Administrator and its agents and employees will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to County employees. Except as may be authorized in this Agreement, the Administrator has no authority to bind, represent, or otherwise act on behalf of the County.

8. ASSIGNMENT AND SUBCONTRACTING BY THE ADMINISTRATOR

A. The Administrator must not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer in violation of this Agreement will be void.

B. The Administrator must not subcontract or delegate any portion of the services without the advance written approval of the County. Any attempted subcontract or delegation by the Administrator to a non-party in violation of this Agreement will be void.

9. ADMINISTRATOR'S PERSONNEL

A. The services in section 1 (Administrator's Services) must be performed by the Administrator or under its supervision.

B. The Administrator states that it has, or will secure at the Administrator's expense, all personnel required to perform the services and obligations under this Agreement. Such personnel must not be employees of or have any contractual relationship with the County, and must be qualified and licensed by federal, state and local law to perform the services.

10. RELEASE

The Administrator's receipt of payments due under this Agreement serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement. The contractors' receipt of any payments due under this Agreement also serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

11. CONFIDENTIALITY

Any confidential information provided to or developed by the Administrator in the performance of this Agreement will be kept confidential and will not be made available to any individual or organization by the Administrator without the prior written approval of the County.

12. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Administrator acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County will own any such copyright.

13. CONFLICT OF INTEREST

The Administrator states that it does not have any interest that would conflict in any manner with the performance of the services and obligations under this Agreement.

14. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally. To be valid any amendment to this Agreement must be in writing signed by the parties.

15. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all agreements and understandings are merged into this Agreement. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

16. NOTICE OF PENALTIES

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

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Administrator agrees to abide by federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Administrator must not discriminate against any person with regard to employment with the

Administrator or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Administrator acknowledges that failure to comply with this section will constitute a breach of this Agreement.

18. GOVERNING LAW

A. The Administrator will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

B. This Agreement will be construed in accordance the laws of the State of New Mexico without regard to its choice of law rules. The Administrator acknowledges that the exclusive forum for any litigation related to this Agreement will be state district courts of New Mexico, located in Santa Fe County.

19. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Administrator agrees to (i) maintain such books and records for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Administrator also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

20. INDEMNIFICATION

A. The Administrator shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs and legal fees, resulting from the Administrator's performance or non-performance of its obligations under this Agreement.

B. The County may control and participate in the defense of any demand, suit, or cause of action that relate to the County. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

C. The Administrator's obligations under this indemnification section will not be limited by the terms of the insurance policy the Administrator is required to maintain under this Agreement.

21. SEVERABILITY

If any provision of this Agreement is held invalid or non-enforceable by a court of competent jurisdiction, other provisions will not be affected and will remain valid and enforceable.

22. NOTICE

Notice required to be given to either party must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, to:

The County: Santa Fe County Community Development Department
Attn: Denise Benavidez, Deputy Community Development Director
240 Grant Avenue
Santa Fe, New Mexico 87501-2061

The Administrator: Homewise, Inc.
Attn: Johanna Gilligan, Chief External Affairs Officer
1301 Siler Rd, Bldg D
Santa Fe, New Mexico 87507

23. ADMINISTRATOR REPRESENTATIONS

The Administrator represents that:

A. This Agreement is duly authorized by the Administrator, the person signing this Agreement has authority to do so, and, once signed by the Administrator, this Agreement will constitute a binding obligation of the Administrator.

B. The terms of this Agreement do not conflict with Administrator's corporate agreement or any statement that may be filed with the New Mexico Secretary of State.

C. The Administrator is legally registered and is properly licensed by the State of New Mexico to provide the services and will maintain such registration and licensure for the term of this Agreement.

24. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature will have the same force and effect as an original signature.

25. NO THIRD PARTY BENEFICIARIES

The parties do not intend by this Agreement to create any rights in any non-parties.

26. ADMINISTRATOR'S INSURANCE

A. General. The Administrator must submit evidence of insurance as is required in this section. The Contactor's policies of insurance must be written by a company authorized to provide insurance in the state of New Mexico.

B. Liability Insurance, Including Automobile. The Administrator must maintain a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance will include coverage for all services for work performed for the County by the Administrator; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County must be named additional insured on the Administrator's policy.

C. Workers' Compensation Insurance. Administrator will comply with the provisions of the Workers' Compensation Act.

D. Errors and Omissions. Administrator must procure and maintain during the term of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than $1,500,000.00 per claim, $2,500,000.00 per aggregate.

E. Increased Limits. If the Legislature of the State of New Mexico increases the maximum limits of liability under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, as amended, the Administrator must increase the maximum limits of any insurance required under this Agreement.

F. Administrator may use a combination of its underlying insurance policies and its excess insurance policies to meet the insurance requirements described above.

27. PERMITS AND FEES

Administrator will procure all permits, licenses, and pay all fees associated with the performance of the services and the Administrator's obligations under this Agreement.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act.

29. CAMPAIGN CONTRIBUTION DISCLOSURE

The Administrator must complete and submit simultaneous with signing this Agreement, the Santa Fe County Campaign Contribution Disclosure form.

30. SURVIVAL

The provisions of the following paragraphs will survive termination of this Agreement: Indemnification, Records and Inspection; Release; Confidentiality; and Choice of Law.

The parties execute this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY:

Camilla Bustamante, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk

8/18/2025
Date

Approved as to form:

Roberta D. Joe for W.B.
Walker Boyd
Santa Fe County Attorney

9/17/2025
Date

ADMINISTRATOR – HOMEWISE, INC.

Signature

9/18/25
Date

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

Homewise CEED Contract

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Homewise, 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 13-1-129 ; and

WHEREAS, the City received an Conditional Award Acceptance from the State of New Mexico Energy Resources and Natural Resources Department (EMNRD), Energy Conservation and Management Division (ECAM) Community Energy Efficiency Development (CEED) program SHARE No. 25-521-0300-0155 on April 19, 2024 for its proposal "City of Santa Fe Low-Income Household Energy Efficiency & Electrification;" and

WHEREAS, the City requires a community-based organization to administer the Community Energy Efficiency Development (CEED) program to provide home rehabilitation and energy efficient improvements for low-income City residents; 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

Attached is City of Santa Fe Ordinance No. 2026-02 (see Attachment A) for the Contractor's reference in performing the services under this Agreement and administering the CEED program.

The Contractor's Services are as follows:

A. Household Eligibility and Application Assessment

a. Accept applications on behalf of the City of Santa Fe Low-Income Household Energy Efficiency & Electrification program. Evaluate applicants for completeness using basic household demographic information, supporting income documentation, self-reported household conditions, and document results.

b. Deny applications that do not meet program criteria, request additional information for incomplete applications. Program criteria include:

i. Area Median Income (AMI) cannot exceed 80% for any projects projected to draw down project funds.

ii. Property must be owned by applicant.

iii. Property must be applicant's primary residence.

iv. Property must carry adequate homeowners insurance.

v. Property must be located within the City of Santa Fe.

vi. Contractor will not proceed with work on any project unless property tax bill is current.

B. Participant Ranking and Prioritization

a. Rank eligible households that have been preapproved and referred by the City using a Vulnerability Index to determine the order of project deployment. The prioritization of applicants will be determined by utilizing the following Vulnerability Index point scale:

Key:	Points:
AMI under 65%	1
Age 62 or over	1
Children in HH under 18	1
More than two children under 18	1
Disabled individuals	1
Health or safety issues that meet thresholds	1

Should there be multiple applicants who receive the same number of points, priority will be established by AMI where the lowest AMI household gets the highest priority.

C. Coordination of Home Assessments and Energy Audits

a. Conduct home assessments/energy audits (referred to as Energywise Roadmaps) for all eligible applicants, to be completed by either Contractor Energy Coach or a third-party inspector. Where feasible, Contractor will encourage the inclusion of energy auditor trainees or apprentices through the New Mexico Home Energy Audit Train (NM HEAT) program in home assessment activities The Energywise Roadmap notes the condition of the home and lists the energy-efficiency improvements needed to provide a reduction in housing costs through long-term decreases in utility expenses. Prior to conducting the home assessment, Contractor may inquire and/or verify the eligible applicant's homeowner's insurance status and refer those applicants who do not meet their requirements back to the City.

D. Development of Household Level Scopes of Work

a. Contractor shall work with the homeowner to develop a scope of work that includes both proposed energy efficiencies measures identified in the Energywise Roadmap and associated funding sources (CEED, rebates, tax credits, etc.). Contractor will work with the homeowner to prioritize interventions that address long term livability, mitigate substandard living conditions, connect to utilities, allow for equitable access to current occupants based on disability status, and/or provide a reduction in housing costs through longer-term decreases in utility expenses.

b. Contractor will identify and integrate applicable Home Electrification Appliance Rebates (HEAR) as feasible and make clients aware of potential state and federal tax credit opportunities.

c. Contractor will identify the source of capital for each proposed activity to adhere to all CEED program requirements including approved activities and intervention specific funding caps as documented within GSA 25-521-0300-0140, see Attachment C: Energy Conservation Measure Improvements.

d. Where the Energywise Roadmap indicates the presence of residential hazards like mold, asbestos, lead-based paint or ground water contaminants Contractor will notify the City. Hazard Mitigation Services will not fall under the scope of this contract.

E. Subcontractor Solicitations, Reviews and Approval of Bids

F. For all projects Contractor will develop a list of qualified subcontractors approved by the City, preferably from the Statewide Price Agreement No. 30-00000-23-00070 (Attachment D). Contractor will solicit bids from at least three subcontractors for each project totaling more than $20,000. Solicitation and selection of subcontractors will be done by Contractor according to the City guidelines.

Subcontractors will submit bids based on the scope of work of the Contractor indicating specific measures and associated costs. Contractor will review and refine bids to meet funding and energy constraints in selecting a subcontractor. Contractor will provide the City with copies of all bids received. Finalizing the approved bid will include signatures from Contractor, homeowner, and subcontractor. Project Funding

a. Contractor will provide the City with the final bid prior to the commencement of each project. Upon final approval, the City will provide Contractor with a loan packet for each homeowner, which must be signed before work begins.

G. The City holds the lien for each loan originated under this program. The City will record the Mortgage and Note for each project. The City is responsible for all post-funding compliance. Contractor Coordination and Management of Subcontractors

c. During construction the Contractor will request and manage status updates from the subcontractors and notify the City of any issues or request change orders. Contractor will maintain detailed project records and provide quarterly reports to the City, including but not limited to the number of completed and in-process projects and total CEED capital. Contractor will provide, as requested by the City, approved scopes of work and Energywise Roadmaps for specific households. At completion, the Contractor will conduct a final walkthrough confirming all tasks outlined within the scope of work have been completed and collect a certificate of completion signed by the client, subcontractor, and Contractor. Contractors will sign lien waivers upon receiving final payment as appropriate for the specific program funding criteria. Following project completion, the Contractor will schedule and contract a second energy audit to validate project actions and efficiency improvements. After Contractor has collected the 'Certificate of Completion,' signed by the homeowner, subcontractor and Contractor, Contractor will provide the certificate to the City. The City will issue payment directly to the subcontractor.

1.1. ADDITIONAL SERVICES

A. The parties agree that all tasks in Section 1 (Contractor's Services) will be completed to the City's satisfaction and for the amount stated in Section 3 (Compensation, Invoicing and Set-off).

B. The City may request changes in the Contractor's Services. Any changes to the Contractor's services must be made by written amendment.

C. The City may require Contractor to expand its services to include other departments and divisions of the City of Santa Fe.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Homewise CEED Contract 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, INVOICING AND SET-OFF

A. The City shall pay the Administrator according to the following terms:

1) The total compensation payable to the Administrator for the term of this Agreement will not exceed $1,254,170, *inclusive* of NM GRT.

2) The amount is a maximum and not a guarantee that the services and work to be performed by the Administrator under this Agreement shall equal the amount stated herein. The parties do not intend for the Administrator to continue to provide services without compensation when the total compensation amount is reached. The City will notify the Administrator when the services provided under this Agreement reach the total compensation amount. In no event will the Administrator amount change without this Agreement being amended in writing.

3) Administrator will invoice the City on a project basis. Professional services will be billed at a rate of 15% of total project amount.

B. The Administrator must submit a written request for payment to the City when payment is due. Upon the City's receipt of the written request, the City will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought. The City will not make a payment until the City issues a written certification accepting the services.

1) The City's representative for certification of acceptance or rejection of services is Erica Renaud, Sustainability Supervisor, (505) 467-9247, enrenaud@santafenm.gov, or other individual as may be designated by the City.

2) Within 45 days of the issuance of the certification accepting the services, the City will make payment for the services. If the City does not issue payment for accepted services within 45 days of the certification by the City, the City will pay a late payment fee of 1.5% per month until the amount due is paid in full.

C. If the Contractor breaches this Agreement, the City may, without penalty, withhold payments due the Contractor for the purpose of set-off until the City determines the exact amount of damages it suffered as a result of the breach.

D. The City's payment to Contractor will not foreclose the City's right to recover excessive or illegal payment.

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate December 31, 2027 unless terminated pursuant to paragraph Termination and paragraph Appropriations. A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

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. 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.

17. MERGER

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

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

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. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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	Public Utilities Conservation & Sustainability Division Erica Renaud Sustainability Supervisor 801 W San Mateo Rd Santa Fe, NM 87505 enrenaud@santafenm.gov (505) 677-6891	**To the Contractor:** Homewise, Inc. Johanna Gilligan Deputy CEO 1301 Siler Rd. Bldg D Santa Fe, NM 87507 jgilligan@homewise.org 505-602-3010

30. 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.

31. 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.

32. 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.

33. 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.

34. 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:

MICHAEL GARCIA, MAYOR

CONTRACTOR:

Johanna Gilligan

JOANNA GILLIGAN, DEPUTY CEO

DATE: Apr 21, 2026

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Marcos Martínez
Marcos Martínez (Apr 21, 2026 11:04:50 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Jun 5, 2026 12:27:38 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Signature: Erica Renaud
Erica Renaud (May 13, 2026 13:20:32 MDT)

Email: enrenaud@santafenm.gov

Signature: christine chavez

Email: cychavez@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities: Environmental Services	5/11/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants and Services	2300331	510400	ESD2623000	1,254,170	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Energy and Minerals Department Revenue for ECAM	2300331	490200	ESD2623000	(1,254,170)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
Increase of budget authority to liquidate grant funding for Energy Retrofit, Adminstration:ECAM Share No. 25-521-0300-0155, CEED Community Efficiency Development. Expires 12/31/2027

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

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

Erica Renaud
Erica Renaud (May 20, 2026 16:07:25 MDT)
Prepared By *{print name}* — Date

christine chavez
Division Director Signature *{optional}* — Date

Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date 05/27/2026

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Homewise,_Inc_(CEED)_Contract (1)

Final Audit Report 2026-05-27

Created:	2026-05-27
By:	AP (aeperez@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAKgAkaW_2OoYT6f9zd6mIeukqPuc6uMR1

"Homewise,_Inc_(CEED)_Contract (1)" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-05-27 - 7:18:11 PM GMT- IP address: 63.232.20.2

Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-05-27 - 7:21:36 PM GMT

Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP
2026-05-27 - 7:21:57 PM GMT- IP address: 63.232.20.2

Form filled by AP (aeperez@santafenm.gov)
Form filling Date: 2026-05-27 - 7:21:59 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-05-27 - 7:22:02 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-05-27 - 8:36:29 PM GMT- IP address: 104.47.64.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-05-27 - 8:42:46 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2026-05-27 - 8:42:48 PM GMT

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2026-05-27 - 8:59:56 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-05-27 - 8:59:59 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-05-27 - 9:04:09 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document declined by JoAnn Lovato (jdlovato@santafenm.gov)

Decline reason: COI Expired

2026-05-27 - 9:26:08 PM GMT- IP address: 73.228.7.52

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2026

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Central Insurance Company 20230 INSURER B : New Mexico Premier Insurance Company 13675 INSURER C : Evanston Insurance Company 35378 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		CLP8361218	5/23/2026	5/23/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CLP8361218	5/23/2026	5/23/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CXS9657964	5/23/2026	5/23/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5950133	12/3/2025	12/3/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	FF Excess Liability			MKLV7EUE102597	5/23/2026	5/23/2027	Each Occurrence	3,000,000
C	FF Excess Liability			MKLV7EUE102597	5/23/2026	5/23/2027	Aggregate	3,000,000

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

***ADD'L COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Eff: 5/23/2026 - 5/23/2027 - Limit: $250,000/Deductible: $2,500**

****PROFESSIONAL LIABILITY COVERAGE - Policy #MPL001192-1025 - Eff: 10/23/2025 - 10/23/2026 - Underwriter's at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim**

*****DIRECTORS & OFFICERS LIABILITY COVERAGE: Policy #DOL3664426 - Eff: 10/1/2025 - 10/1/2026 - Great American Insurance Company - $5,000,000 Each Claim Limit; $5,000,000 All Claims Aggregate**
SEE ATTACHED ACORD 101

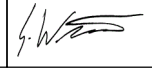
CERTIFICATE HOLDER

City of Santa Fe
201 W. Marcy St.
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: HOMEINC-05 JBLAND

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
****OUT-OF-STATE WORKER'S COMPENSATION - Policy #WC563923804 - Eff: 12/3/2025 - 12/3/2026 - American Guarantee & Liability Insurance Company - $1,000,000 E.L. Each Accident; $1,000,000 E.L. Disease - Each Employee; $1,000,000 E.L Disease - Policy Limit

*****CYBER LIABILITY - Policy #C4MQ8236992CYBER2025 - Eff: 10/4/2025 - 10/4/2026 - Arch Specialty Insurance Company - $2,000,000 Each Claim Limit; $2,000,000 Aggregate Limit

.

Where required by written contract or agreement, the City of Santa Fe is included as additional insured with respect to general liability.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME BUILDERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
AGGREGATE LIMITS OF INSURANCE
EMPLOYEE BENEFITS LIABILITY COVERAGE
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
HOME BUILDERS AMENDMENTS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
LIMITED FUNGI OR BACTERIA, SILICA OR SILICA-RELATED DUST AND EXTERIOR INSULATION AND FINISH SYSTEMS
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
VOLUNTARY PROPERTY DAMAGE
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ADDITIONAL COMMERCIAL GENERAL LIABILITY CONDITIONS
LOST KEY COVERAGE

A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. "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.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured – Lessor of Leased Equipment – Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II –** Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such a person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. An express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph **2**. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

F. Employee Benefits Liability Coverage

The following is added to SECTION I - COVERAGES:

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION **III** LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and

3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the SUPPLEMENTARY PAYMENTS - COVERAGES **A** AND **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:

a) Insureds;

b) "Claims" made or "suits" brought;

c) Persons or organizations making "claims" or bringing "suits";

d) Acts, error or omissions which result in loss; or

e) Benefits included in your "employee benefit program."

2) **$2,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

3) Subject to the above Limit, **$1,000,000** is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

a) An act, error or omission; or

b) A series of acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. Deductible

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **$1,000.** The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

1) Our right and duty to defend any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

1) What the act, error or omission was and when it occurred; and

2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

1) Immediately record the specifics of the "claims" or "suit" and the date received; and

2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

2) Authorize us to obtain records and other information;

3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and

2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:

a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;

c. Unemployment insurance, social security benefits, workers compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of “employee” and “suit” is replaced for Employee Benefits Liability Coverage by the following:

“Employee” means a person actively employed, formerly employed, on leave of absence or disabled, or retired. “Employee” includes a “leased worker.” “Employee” does not include a “temporary worker.”

“Suit” means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. “Suit” includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. Fire, Sprinkler Leakage Or Explosion

1. The word “fire” is changed to “fire, sprinkler leakage or explosion” where it appears in:

a. The Limits of Insurance section of the Declaration:

b. Paragraph **6.** of SECTION III - LIMITS OF INSURANCE; and

c. Paragraph **4.b.** of the OTHER INSURANCE condition;

2. Section **9.a**. under SECTION V. - DEFINITIONS is amended to read: a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract.

3. The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following: Exclusions **c**. through **n**. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event. Whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

4. The Damage to Premises Rented To You Limit in Paragraph **6.** of SECTION III - LIMITS OF INSURANCE, is replaced by a new Fire, Sprinkler Leakage or Explosion Limit, which will be subject to all of the terms of SECTION III - LIMITS OF INSURANCE. The new Fire, Sprinkler Leakage or Explosion Limit is **$300,000** unless a higher limit is shown on the Declarations or Change Endorsement.

H. Home Builders Amendments

SECTION I - COVERAGES, Coverage A, Exclusion **j.** Damage to Property, is replaced with the following:

“Property damage” to:

1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

2) Premises you give away or abandon, if the “property damage” arises out of any part of those premises;

3) Property loaned to you;

4) Personal property in the care, custody or control of the insured;

5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or

6) Property that you rent or hold for rental which must be restored, repaired, or replaced because of “your work”.

Paragraph **(1)** of this exclusion does not apply to property you rent or occupy if that property is "your work" and not owned by you.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

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

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

SECTION I - COVERAGES, Coverage A, Exclusion **l**. Damage to Your Work, is replaced with the following:

1. Damage to Your Work

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

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

This exclusion only applies to that particular part of “your work” that causes the “property damage.”

I. Include Directors Or Trustees On Committees As Employees (not applicable to Employee BenefitsLiability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

“Employee” also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

J. Limited Fungi Or Bacteria, Silica Or Silica-Related Dust And Exterior Insulation And Finish Systems Coverage:

1. Coverage provided by this insurance for “bodily injury” or “property damage,” arising out of a “fungi” or bacteria, “silica” or “silica-related dust” or an “exterior insulation and finish system” incident, is subject to a **$100,000** Aggregate Limit as described in Paragraph 2. of this section. This provision 1. does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

2. The following are added to SECTION III - LIMITS OF INSURANCE:

A. Subject to Paragraphs **2**. and **3**. of SECTION III - LIMITS OF INSURANCE, as applicable, the Fungi or Bacteria, Silica or Silica-Related Dust, and Exterior Insulation and Finish Systems Liability Aggregate Limit is the most we will pay under Coverage A for all “bodily injury” or “property damage” and Coverage **C**. for Medical Payments arising out of one or more “fungi” or bacteria, “silica” or “silica-related dust” or “exterior insulation and finish system” incidents. This provision **B.1**. does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. Paragraph **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE continue to apply to “bodily injury” or “property damage” arising out of a “fungi” or bacteria, “silica” or “silica-related dust” or an “exterior insulation and finish system incident” but only if, and to the extent that, limits are available under the Fungi or Bacteria, Silica or Silica-Related Dust and Exterior Insulation and Finish Systems Liability Aggregate Limit.

3. The following exclusion is added to Paragraph **2**., Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

a. “Personal and Advertising Injury” arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, “silica” or “silica-related dust.”

b. “Personal and Advertising Injury” arising out of a “fungi or bacteria incident.”

c. “Personal and Advertising Injury” arising out of, caused by, or attributed to, whether in whole or in part, the following:

1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2) "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

d. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria, "silica" or "silica-related dust," or "exterior insulation and finish system" by any insured or by any other person or entity.

4. The following definitions are added to the Definitions Section:

a. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1) A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3) A reinforced or unreinforced base coat;

4) A finish coat providing surface texture to which color may be added; and

5) Any flashing, caulking or sealant used with the system for any purpose.

b. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

c. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

d. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

e. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

K. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.

2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

L. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion **2.g**. is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;

2) A watercraft you do not own that is:

a) Less than 60 feet long; and

b) Not being used to carry persons or property for a charge;

3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5) "Bodily injury" or "property damage" arising out of:

a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

6) An aircraft you do not own provided it is not operated by any insured.

M. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV. - COMMERCIAL GENERAL LIABILITY, CONDITION 2, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

N. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. EXCLUSIONS

a. With regard only to the coverage provided by this extension L., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2**. Exclusions, **f.** is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

O. Reasonable Force Expansion - Property Damage

Exclusion **2.a**. of SECTION I - Coverage A is replaced with the following:

a. Expected Or Intended Injury

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

P. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph **1.b.** is replaced by the following:

Up to **$2,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$400** a day because of time off from work.

Q. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.

2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**

4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:

a. To "loss" of property at premises owned, rented, leased, operated, or used by you;

b. To "loss" of property while in transit;

c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;

d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;

e. To "loss" of property included within the "Products/Completed Operations Hazard";

f. To "loss" of property which is an "auto" or "mobile equipment."

g. To "loss" of property caused by "pollutants."

6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

R. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we

make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard.” This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

S. Additional Commercial General Liability Conditions

1. Other Insurance

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **4**. OTHER INSURANCE:

When this Home Builders Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

a. There shall be no duplication of the Limits of Insurance.

b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Home Builders Plus endorsement.

2. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by addinng LIBERALIZATION

If we adopt a change in our Commercial General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Endorsement. It will apply when the change becomes effective in your state.

T. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided forthe loss of keys which are in the possession of the insured or his “employees” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b):**

However, coverage is provided for the loss of keys which are in the possession of the insured or his “employees,” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his “employees” or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION OR NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE *

Person or Organization and Address	
City of Santa Fe 201 W. Marcy St. Santa Fe, NM 87501	30 Days

*** (If no entry appears above, information required to complete this endorsement will be shown in the Declarations or Change Endorsement as applicable to this endorsement.)**

1. If we cancel this policy, we will mail notice of cancellation to the person or organization shown in the Schedule, Declarations or Change Endorsement. Notice will be sent to the address shown in the Schedule, Declarations or Change Endorsement. Except for non-payment of premium, notice will be sent at least 30 days before the effective date of cancellation. If the policy is cancelled for non-payment of premium, notice will be sent at least 10 days before the effective date of cancellation.

2. If we decide not to renew this policy, we will mail notice of nonrenewal to the person or organization shown in the Schedule, Declarations or Change Endorsement. Notice will be sent to the address shown in the Schedule, Declarations or Change Endorsement. Notice will be sent at least 30 days before the effective date of nonrenewal.

3. Failure to send notice of cancellation or nonrenewal, or failure to allow the number of days notice stated above, shall impose no obligation or liability of any kind upon us, our agents or representatives.

CITY OF SANTA FE

The Purchasing Memo

Date: June 5, 2026

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

From: Kristen Woods, Youth and Family Services Program Manager

Via: Sandra Emory, Community Services Department Director

Lia Salaverry, Youth and Family Services Division Director

Marcella Apodaca, Community Services Business Operation Manager

Subject: Emergency Shelter Operations

Vendor Name: Urban Alchemy

Munis Vendor Number: 9716

ITEM AND ISSUE:

Request For Approval of Professional Services Contract with Urban Alchemy in the Total Amount of $ 1,343,993 for Operation of Emergency Shelter for a term of six-months for Homelessness Services. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis contract number is TBD

BACKGROUND AND SUMMARY:

RFP FY26-HSRFP-087 for Emergency Shelter operations was opened to the public to receive bids to operate the low-barrier, 24-hour shelter to serve adults experiencing homelessness. This contract is for day-to-day operations, maintaining a safe and respectful environment, and coordinating service delivery and housing navigation for shelter clients at the Shelter at 2801 Cerillos Rd. The Operator will:

- Provide 24/7 shelter
- Implement professional security measures, both inside and around the facility including but not limited to lighting, fencing, cameras, staff presence, trash pick-up etc.
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Health and Human Services/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 06/05/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 06/05/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Purchasing Memo RFP FY26-HSRFP-087

Final Audit Report 2026-06-05

Created:	2026-06-05
By:	KRISTEN WOODS (krwoods@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUPL3XwwaVuZV_ca0rtVYysKcsU1m0rsM
Documents:	Purchasing Memo RFP FY26-HSRFP-087.pdf (3 pages)
Number of Documents:	1
Document page count:	3
Number of supporting files:	0
Supporting files page count:	0

"Purchasing Memo RFP FY26-HSRFP-087" History

Document created by KRISTEN WOODS (krwoods@santafenm.gov)
2026-06-05 - 9:46:01 PM GMT- IP address: 63.232.20.2

Document emailed to Sandra Emory (sxemory@santafenm.gov) for signature
2026-06-05 - 9:47:45 PM GMT

Email viewed by Sandra Emory (sxemory@santafenm.gov)
2026-06-05 - 9:52:28 PM GMT- IP address: 174.240.19.161

Document e-signed by Sandra Emory (sxemory@santafenm.gov)
Signature Date: 2026-06-05 - 9:52:41 PM GMT - Time Source: server- IP address: 174.240.19.161 - Signature Appearance Selected: MOBILE_IMAGE

Document emailed to Marcella Apodaca (maapodaca1@santafenm.gov) for signature
2026-06-05 - 9:52:43 PM GMT

Email viewed by Marcella Apodaca (maapodaca1@santafenm.gov)
2026-06-05 - 9:52:58 PM GMT- IP address: 104.47.65.254

Document e-signed by Marcella Apodaca (maapodaca1@santafenm.gov)
Signature Date: 2026-06-05 - 9:53:23 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to Lia Salaverry (lasalaverry@santafenm.gov) for signature
2026-06-05 - 9:53:24 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by Lia Salaverry (lasalaverry@santafenm.gov)

2026-06-05 - 10:13:25 PM GMT- IP address: 76.127.40.102

Document e-signed by Lia Salaverry (lasalaverry@santafenm.gov)

Signature Date: 2026-06-05 - 10:13:50 PM GMT - Time Source: server- IP address: 76.127.40.102 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-06-05 - 10:13:50 PM GMT

PROFESSIONAL SERVICES CONTRACT

Emergency Shelter Operator

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Urban Alchemy 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

The Contractor shall provide the following services for the City:

Operate a low-barrier, 24-hour shelter at one or more City-designated facilities, initially at 2801 Cerrillos Road, Santa Fe, NM 87507, serving up to 100 adults who are experiencing homelessness (Shelter).

Stabilize shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility.

Ensure consistent shelter operations, maintain site safety and dignity, and connect clients with services and housing pathways.

Facility, Operations, and Case Management Requirements

- Fully staff the shelter 24 hours a day, 7 days a week, and provide at least two meals per day onsite to clients.
- Allow clients to remain onsite during the day, with access to meals, restrooms, and hygiene services.
- Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT and utilize these platforms for data capture in compliance with HUD and CoC standards.
- Ensure ADA accessibility and accommodate clients with pets or service animals, belongings, and/or disabilities.
- Maintain a secure storage system for clients' personal items, medications, and bicycles.
- Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on client outcomes.
- Provide low-barrier shelter access to persons seeking entry to the shelter, without restricting access due to any of the following factors:
    - Income
    - Criminal history background
    - Outside use of drugs/alcohol
- Practice Harm Reduction
    - Utilize best practices in Harm Reduction for clients with substance issues
    - Prohibit smoking or active substance use in all physical structures and designate restricted areas.
    - All staff must be trained in Narcan administration and other life-saving measures
- Use Crisis Intervention and De-Escalation
    - Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.
- Follow Housing First
    - Provide housing case-management to all clients staying in the shelter with the ultimate goal of placing clients in longer term, permanent housing options
    - Center each client's unique needs, preferences, and circumstances when determining the most appropriate housing or alternative shelter placement—ensuring options are tailored to support long-term stability and individual fit.
- Compliance with City Direction: Comply with all City-directed mediation, escalation, and corrective actions in response to any identified issues, complaints, or performance concerns, and will participate in good faith in all resolution processes as required by the City.

Data, Coordination, and Accountability

Participate in meetings scheduled by City representatives on a regular, and as -needed basis as determine by the City. Meet with City staff from Community Services on a monthly cadence to review program outcomes and progress. Participate in City initiatives, including data and service coordination, as requested by the City.

Compliance and Performance Metrics

Adhere to all City, State, and federal requirements related to shelter operations, data privacy, and non-discrimination. Required City performance metrics include the following and shall be submitted in three formats:

- one-time information provided to the City within the first month of the contract execution date as described below.
- weekly updates provided to the City which include unique clients served, bed utilization rates, and exit data.by no later than 12:00PM MST/MDT each Tuesday for the previous week (Monday to Sunday) for the duration of the contract period. Required information detailed below.
- monthly reporting metrics provided to the city by no later than the 15th of the following month, after the contract execution date as described below.

One-time information provided to the City must include the following:

Employment, Training, and Hiring Practices

- Job descriptions and Standard Operating Procedures for all employees on staff. This includes;
  - Credentials and qualifications required for positions
- Titles, pay rates, and other employment verification information
- Any staff training and operational materials, including relevant policies, SOPs, and documentation of training completion
- Established procedures and schedules for routine site checks and monitoring (e.g., restrooms/porta pottys, common areas, perimeter)
- Overview of staff training procedures for Narcan administration and other life-saving measures

Site Operations, Policies and Training

- SOP for receiving, documenting, and responding to client and community concerns. This includes outlining the explicit procedures, communication channels and forums for public engagement and problem solving with the immediate neighbors of the facility. Outline site monitoring and maintenance procedures (e.g., cleanliness, safety checks, and facility inspections at defined intervals)
- Client Code of Conduct materials, including all related guidelines and Standard Operating Procedures (SOPs) governing client behavior and escalation procedures
- Public facing contact information for how to reach shelter staff in emergencies
- Program details outlining transportation options and services provided to clients

Weekly Reports must include the following:

Utilization & Capacity

- Average bed utilization rate (target: >85%)
- Total number of unique clients served

Monthly Reports must include the following:

In addition to these data metrics collected on a weekly basis, the City requests that the following performance metrics be included in Monthly Reports and shall be submitted by the fifteenth of the following Month for the contract period to the City:

Service Engagement

- Number of clients connected to services, including:
  - Number of individuals enrolled in case management / service plans created for clients
  - Number of individuals receiving specific services and/or benefits
  - Number of individuals who obtained vital documents (ID, birth certificate, SS card, etc.)
  - Number of individuals connected to employment services
  - Number of individuals referred to domestic violence services
  - Number of individuals referred to Referrals to substance use services
- Metrics related to referrals and navigation to outside services (e.g., type of service provided, agency name, warm hand offs, etc.)
  - Any other relevant case management or service metrics
  - Behavioral Health & Medical:
    - Number of individuals referred to substance use services (including sobering center, rehab, MAT treatment, etc.) and behavioral or mental health services.
  - Number of Narcan distributed

Housing & Navigation Outcomes

- Number and percentage of guests exiting the Shelter to stable alternatives (positive exits), including:
  - Number and percentage exiting to permanent housing
  - Number of guests enrolled in the Homeless Management Information System (HMIS)
  - Number of guests enrolled in CONNECT (when possible)
  - Percentage of guests connected to the Coordinated Entry System (CES), including completion of VI-SPDAT assessments

Demographics

- Basic client intake data, including demographics (race, gender, age, disability/medically vulnerable, and other relevant identifiers)
- Support all constituents regardless of Race, Sex, Gender expression, disability status, etc.

General

- General site and program updates, including program events, new or expanded services, partnerships and coordination with the broader community and service provider network, volunteer engagement opportunities (if applicable), wins and other notable activities or initiatives.

- Contractor shall document and maintain records of all client and facility incidents. Contractor shall provide the City with reports limited to overdose incidents and any incidents requiring contact with emergency responders (Police, Fire, or EMS).
- Safety and cleanliness indicators (including efforts toward bed bug mitigation, regular cleaning protocols, and related facility maintenance practices.)
- Staff training activities, opportunities, and associated outcomes
- Contractor shall conduct at least one (1) client survey and one (1) neighbor feedback survey every six (6) months during the term of the contract and include the results in the corresponding monthly report.

Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance

- Implement professional security measures, both inside and around the facility including but not limited to lighting, fencing, cameras, staff presence, etc.
- Conduct regular trash pickup and exterior maintenance to ensure the Shelter is not contributing to blight conditions or illicit activity
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness
- Establish and publicize a public-facing complaint and response protocol for neighborhood concerns.
- Contractor shall proactively coordinate with the City to identify, scope, and budget for all repairs. Non-capital repairs (under $5,000) and ongoing maintenance necessary to ensure the Shelter's structural integrity, safety, and functionality are the responsibility of the contractor. Contractor shall provide regular updates on facility conditions and anticipated maintenance needs, including advance notice of any issues requiring repair. For any capital improvements of over $5,000, the City will approve. All scopes of work and associated budgets must be reviewed and approved in writing by the City's Community Services Director and then the Facilities Team. After approval, then any work may commence. This responsibility includes, but is not limited to, servicing HVAC systems, repairing plumbing, maintaining life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and exterior systems.
- All natural gas, electricity, domestic water, and sanitary sewer service shall be paid by the Contractor.

Site Relocation Plan for Residents

- Develop a client relocation plan for the closure of the current location and potential relocation at a new location, including a phased intake process as needed. This includes targeted case management for individuals to assist in their transition to permanent housing, alternative shelter or other positive outcomes and service placements. The City will be primarily responsible for overarching plans regarding the specific service model, relocation site, and other programmatic logistics involved with the phase out of the 2801 Cerrillos location.
- Actively engage and participate in the transition from the current shelter to a new facility by leading client engagement and recognizing trauma-informed practices in collaboration with City staff's input.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Emergency Shelter Operator 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 and goods described in the scope of work, the City agrees pay the Contractor a not to exceed total of $1,343,993.00.

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 however if City disputes any portion of an invoice, City shall pay the undisputed portion and work in good-faith with Contractor to resolve the disputed portion in a timely manner.

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 **six (6) months from date of final signature with the option to renew up to two (2) years,** unless terminated pursuant to paragraph Termination and paragraph Appropriations. A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

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 seventy-five (75) 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. For the avoidance of doubt, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of 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 seventy-five (75) 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-HSRFP-087 - Emergency Shelter Operator** 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. BUSINESS AUTOMOBILE LIABILITY

Insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

22.3. 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, 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. To the extent any claim arises from the negligence of Contractor and the City as determined by a court of competent jurisdiction, Contractor's indemnification obligations herein shall be limited only to Contractor's proportionate share of fault. 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	Youth and Family Services Division Kristen Woods, Program Manager PO Box 909 Santa Fe, NM 87504-0909 Krwoods@santafenm.gov 505-955-6913	**To the Contractor:** Dr. Lena Miller Chief Executive Officer PO Box 425509, San Francisco, CA 94142-5509 lenam@urban-alchemy.us With electronic copies to: legal@urban-alchemy.us

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 that is uncured within a reasonable time period after Contractor receives written notice of such default and/or breach, 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 uncured default and

failure to cure such default within a reasonable time period. 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.

[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 - APPROVAL

SIGNATURE

Michael J. Garcia

FULL NAME

Mayor

TITLE

DATE SIGNED

CONTRACTOR

Lena Miller (Jun 5, 2026 14:47:40 PDT)

SIGNATURE

Lena Miller

FULL NAME

Chief Executive Officer

TITLE

Jun 5, 2026

DATE SIGNED

NMBTIN#

ATTEST

SIGNATURE

FULL NAME

City Clerk

TITLE

DATE SIGNED

Approved to form and legal sufficiency by:

Ruby Crews (Jun 5, 2026 15:19:47 MDT)

SIGNATURE

Ruby Crews

FULL NAME

Assistant City Attorney

TITLE

Jun 5, 2026

DATE SIGNED

APPROVED FOR FINANCES

ANDREA PHILLIPS (Jun 5, 2026 16:49:18 MDT)

SIGNATURE

ANDREA PHILLIPS

FULL NAME

Finance Director

TITLE

06/05/2026

DATE SIGNED

City of Santa Fe, New Mexico
Memorandum

DATE: June 4, 2026

TO: Chief Brian Moya, Interim City Manager

VIA: Sandra Emory, Community Services Director

Lia Azul Salaverry, Youth and Family Services Director

FROM: Kristen Woods, Youth and Family Services Program Manager

SUBJECT: Request for item be added to the June 10th Governing Body to the Action Items: Consent Agenda

ITEM AND ISSUE: Request For Approval of Professional Services Contract with Urban Alchemy for Operation of Emergency Shelter in the Total Amount of $1,343,993 for a term of six months for Homelessness Services. (Kristen Woods, Youth and Family Services Program Manager; Krwoods@santafenm.gov)

BACKGROUND AND SUMMARY:

RFP FY26-HSRFP-087 for Emergency Shelter operations was opened to the public to receive bids to operate the low-barrier, 24-hour shelter to serve adults experiencing homelessness on April 10. This contract is for day-to-day operations, maintaining a safe and respectful environment, and coordinating service delivery and housing navigation for shelter clients at the Shelter at 2801 Cerillos Rd. The Operator will:

- Provide 24/7 shelter
- Implement professional security measures, both inside and around the facility including but not limited to lighting, fencing, cameras, staff presence, trash pick-up etc.
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

The Evaluation Committee has been working diligently to evaluate and select the best Operator. However, timing worked out such that the Contract needed to go straight to Governing Body in order to ensure continuity of care.

ACTION REQUESTED:

Requesting approval to add the contract to the Governing Body agenda to expedite the process to begin services as soon as possible to ensure operations do not cease and the communities indigent population without access to shelter services.

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

Emily K. Oster

Date: 06/30/2025

BAKER, NICOLE P.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Monday, March 30, 2026 3:39 PM
To: BAKER, NICOLE P.
Cc: WOODS, KRISTEN R.; GONZALES, JUSTIN M.; Purchasing DET
Subject: Re: Horizons Determination Requested - Shelter Staffing & Operations

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

Good afternoon -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

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

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

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, Mar 30, 2026 at 3:37 PM BAKER, NICOLE P. <npbaker@santafenm.gov> wrote:

> Good afternoon,
>
> The City of Santa Fe Youth & Family Services Division is seeking quotes for the attached scope of work relating to shelter operation. Please let us know if this is a scope you would accept or decline.

The scope of work includes, but is not limited to, the following items:

- Operate a low-barrier, 24-hour shelter at 2801 Cerrillos Road serving up to 100 adults who are experiencing homelessness (Shelter)
- Stabilize shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility
- Ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways

Please see attachment for full, detailed scope.

Kind regards,

Nikki Baker

Youth and Family Services Project Administrator

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6592 | Email: npbaker@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	CONTACT NAME:	
H&H Insurance Services, Inc. PO Box 830 Los Gatos, CA 95031-0830	PHONE (A/C, No, Ext): (408) 343-8680	FAX (A/C, No): (408) 343-8686
	E-MAIL ADDRESS: info@hhinsure.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines Ins	10172
INSURER B : National Fire & Marine Ins Co	20079
INSURER C : Atlantic Specialty Ins Co	27154
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Urban Alchemy
PO Box 425509
San Francisco, CA 94142-5509

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		G74291661004	9/1/2025	9/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Deductibl	$ 100,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			72APB011864	6/24/2025	6/24/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE			G72594083004	9/1/2025	9/1/2026	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 100,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Crime			MML0071450925 (1ST)	9/1/2025	9/1/2026	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Street outreach services City of Santa Fe, their officials, officers, employees, and agents are additional insureds per attached endorsement.

CERTIFICATE HOLDER

City of Santa Fe Community Health & Safety
Attn: Henri Hammond-Paul
119 E Marcy St, Ste 101
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
H&H Insurance Services, Inc.	Urban Alchemy PO Box 425509 San Francisco, CA 94142-5509
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages
CYBER LIABILITY
Carrier: Houston Casualty Company (NAIC #42374)
Policy #: H25NGP24488001
Term: 09/01/2025 - 09/01/2026
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 25,000 Deductible Each Claim
$ 75,000 Aggregate Deductible

DIRECTORS' & OFFICERS' LIABILITY
Carrier: Landmark American Insurance Company (NAIC #33138)
Policy #: LPP718000
Term: 02/21/2026 - 02/21/2027
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 100,000 Retention

PROFESSIONAL LIABILITY
Carrier: Lloyd's of London
Policy #: ATR2502208
Term: 09/01/2025 - 09/01/2026
Limits:
$3,000,000 Aggregate
$1,000,000 Each Claim
$ 50,000 Deductible

SEXUAL MISCONDUCT LIABILITY
Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 011170832
Term: 09/01/2025 - 09/01/2026
Limits:
$4,000,000 Aggregate
$2,000,000 Each Victim
$ 50,000 Deductible Per Claimant

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
As required by written contract signed by both parties prior to loss
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

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

2. The construction, erection or removal of elevators; or

3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

Emergency_Shelter_Urban_Alchemy_Contract_Packet

Final Audit Report 2026-06-05

Created:	2026-06-05
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZReOk5DzL1vYOVv63BMssjL9IRUcfrWm
Documents:	Emergency_Shelter_Contract_Packet.pdf (32 pages)
Number of Documents:	1
Document page count:	32
Number of supporting files:	0
Supporting files page count:	0

"Emergency_Shelter_Urban_Alchemy_Contract_Packet" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2026-06-05 - 10:42:51 PM GMT- IP address: 63.232.20.2

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-06-05 - 10:45:16 PM GMT

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-06-05 - 10:45:17 PM GMT

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2026-06-05 - 10:45:17 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2026-06-05 - 10:48:44 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
Signature Date: 2026-06-05 - 10:49:18 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-06-05 - 11:23:05 PM GMT- IP address: 104.47.64.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-06-05 - 11:23:32 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Powered by Adobe Acrobat Sign

Agreement completed.

2026-06-05 - 11:23:32 PM GMT

Emergency Shelter Operations Update

2801 Cerrillos Rd. | Agape House

Presentation to Santa Fe City Council | June 10, 2026

What We Are Asking Today

1) Receive Information

Review Q3 shelter performance data, public safety oversight practices, and the services provided to guests at Agape House.

2) Review New Contract

Note the City's completion of a formal competitive procurement (RFP #HSRFP-087), resulting in a new 6-month contract at $1,343,993 — within the approved FY26 budget.

OPERATIONAL DECISION

Why the City Expanded to 24-Hour Operations

PREVIOUS

16-Hour Model

- ~75 beds, daily exit required.
- Guests left shelter each morning.

CURRENT

24-Hour Model

- ~100 beds, continuous 24/7 access and security.
- No exit required — stability for guests.
- Best practice for stabilization.
- Reduces daily street exposure.

City Oversight & Guest Supportive Services

Monitoring

- Weekly calls for service data from Regional Emergency Communications Center (RECC).
- Weekly data (outcomes, demographics, etc.) submitted.
- Quarterly performance reports reviewed by City staff.
- Regular site visits, communication and problem solving when issues arise.

Response

- Escalation to operator and relevant agencies as appropriate.
- Coordination with SFPD, Fire, and City leaders.
- Contract compliance monitored continuously.
- If emergencies arise, operators work directly with Emergency Responders/911.

Guest Services

- Medical care, mental health, substance use, and employment referrals.
- Three meals daily.
- 90% staff with lived experience as trauma-informed model.
- Practices align with SAMHSA's six principles of Trauma Informed Care (TIC)

Q3 Performance Snapshot (Feb – Apr 2026)

93%
Bed Utilization Rate (85% is benchmark)

179
Unique Guests Served Q3 (301 over 9 months)

149
Service Connections Made in Q3

17
Permanent Housing Exits in Q3 (13%)

How the City Collects & Uses This Data

Weekly

- RECC data pulled from SFPD
- UA data with clients served, referrals & other performance metrics
- Reported weekly to DWS per IGA

Quarterly

- Full performance report from operator showing data & trends
- Service connection data by type
- Housing exits and guest demographics

Ongoing

- Continuous improvements
- Compliance monitoring
- Site visits and regular communication on operations

Competitive Procurement: From Emergency to RFP

Emergency Contract
June 2025-26

→

RFP Issued HSRFP-087
April 2026 Launch

→

Proposals Received
Closed May 8, 2026

→

Evaluation & Negotiation
Committee review

→

Contract Awarded
$1,343,993 / 6 mo.

Key Facts About the New Contract

Was the process competitive?

Yes. A formal RFP was issued; the evaluation committee reviewed proposals and negotiated terms.

How does the cost compare?

$1.34M for operations for 100 clients is in line with regional and national averages for 24/7 emergency shelter + case management.

Is UA the only vendor who bid?

The process followed City procurement rules. The committee selected the strongest proposal available.

Where do the funds come from?

Funds are within the approved FY26 budget — no additional appropriation required.

What's Different in the New Contract

The new 6-month shelter operations contract includes significantly stronger accountability, transparency, and performance requirements as our homeless services evolve in the City of Santa Fe.

Issue Area	Emergency Contract (Original)	New Contract (RFP-Based)
Reporting	Basic summaries of data and progress	Defined frequency and performance metrics in a standardized format to share with City staff
Staffing	General staffing overview and details	Specific job descriptions, pay scales, qualifications
Performance	Data standards specific to the operator and crisis response metrics	Standardized program evaluation and compliance measures across ALL homelessness contracts
Term & Options	Emergency term of 1 year	6-month with 2 renewal options. Allowing more flexibility and transparency in decision-making
Compliance	Emergency contract standards did not plan for all contingencies – such as building maintence. etc.	Proactive monitoring & info sharing on operationals (e.g. community hotline, escalation SOP, etc.)

Staffing Structure for Shelter Operations

The new 6-month shelter operations contract includes increased staffing and capacity support to address the needs of guests experiencng homelessness in City of Santa Fe. ***The budget includes 26.5 full time employees each week.*** *Urban Alchemy hires individuals who were once incarcerated and trains them to transform people and places through love and respect*

Staff Title	Role/Responsibility
Supervisor	Models dignity-centered service, maintains site safety and order, ensures policies and procedures are followed, and de-escalates.
Practitioner	Provides care while mianitaining safety and order.
Care Coordinator	Case Management - conduct assessments and help guests establish and achieve their shortand long-term goals.
Kitchen Supervisor	Serving 3 meals a day for guests, maintaining food safety.
Project Director	Oversees facility management, guest services, project implementation, compliance, and staff supervision.
Director of Operations	Senior management-level leadership and day-to-day operations

Frequently Asked Questions (FAQ)

Q: Is 2801 Cerrillos still an Emergency Shelter (ES)?

Yes, a 24/7 shelter model is still ES while providing continuous access. The City ahs committed to identifying a new ES facility – ideally non-congregate – and pursuing funding and strategies to increase beds citywide.

Q: Are staff using evidence-based de-escalation techniques?

Yes, this is mandated in their contracts. UA is nationally recognized for trauma-informed, evidence-based practices. 90% of staff have lived experience. 24/7 shelter itself is the leading evidence-based stabilization model that promotes increased public safety.

Q: Does case management address needs beyond housing?

Case managers provide medical, behavioral health, employment, support and connection to and other services. Many guests at Agape are single adults, often with co-occuring Substance Use Disorder (SUD) and Serious Mental Illness (SMI).

Q: What is the City doing to coordinate street outreach?

We have several outreach contracts, including with the LifeLink. A dedicated staff member is coordinating outreach with ARU, Park Rangers, and constituent services. Y&F is also developing an Encampment Management Plan to drive better outcomes citywide.

Q: Is the City getting enough data to evaluate success?

We receive weekly RECC and incident data, quarterly performance reports with service metrics, housing exits, and bed utilization. Public safety data compilation directly from SFPD is underway for future reporting.

Q: Why is UA being awarded again through the formal RFP?

The City ran a formal competitive RFP, evaluated proposals, and negotiated terms in alignment with our procurement standards. The 6-month term provides us the time to reassess, expand competition, or make changes, if needed.

Next Steps & Looking Ahead

Continue Operations

Maintain 24-hour shelter, 100 beds. Monitor performance against new contract goals and requirements.

Strengthen Oversight

Standardize data and compliance across all contracts. Launch a public-facing performance dashboard for community transparency.

Facility Planning

Identify a permanent facility to replace 2801 Cerrillos Rd. Advance site assessment for suitable locations.

Broader Strategy

City-wide homelessness strategy and plans. Continous improvement based on past learnings.

Community Summit

Homelessness Summit — June 29 at the Convention Center, in partnership with the Mayor's Office. Community partners invited.

Questions? | Contact: Youth & Family Services Division Director, Lia Azul Salaverry | lasalaverry@santafenm.gov

Date: June 4, 2026

To: Governing Body

From: Andrea Phillips, Deputy City Manager AP
Marci Eannarino, Legislation and Policy Innovation Manager ME

Via: Marcos D. Martínez, City Attorney MM
Brian Moya, Interim City Manager BM

RE: Proposed study session dates

EXECUTIVE SUMMARY:

Some councilors have asked for study sessions and have proposed dates/options. Staff are seeking Governing Body discussion and direction from the body on this topic. The attached calendars represent two possible options for regular study session dates beginning in July. Specifically, the calendars propose two options. Note that a brief business meeting of the committee could still be held prior to adjourning for a study session, if there are items that must move through that committee on that date. Staff are also seeking direction on which topic(s) shall be slated for the next few sessions so that staff can prepare information, as needed.

1) Option one would alternate meeting dates between Quality of Life Committee and Public Works and Utilities Committee as follows:

   7/20/2026 – Public Works and Utilities
   8/05/2026 – Quality of Life Committee
   9/21/2026 – Public Works and Utilities Committee
   10/07/2026 – Quality of Life Committee
   11/02/2026 – Public Works and Utilities Committee
   12/02/2026 – Quality of Life Committee

2) Option two would alternate between meeting dates for all three Standing Committees—Quality of Life Committee, Public Works and Utilities Committee, and Finance Committee.

   7/01/2026 – Quality of Life Committee

8/03/2026 – Public Works and Utilities Committee
9/08/2026 – Finance Committee
10/07/2026 – Quality of Life Committee
11/02/2026 – Public Works and Utilities Committee
12/07/2026 – Finance Committee

The proposed calendars show study session dates in purple and the Standing Committee color also remains on those dates. The reason for this is because Standing Committee meetings may still be held on the same day as a study session, as long as the meeting agenda remains short. For example, on study session days, a Standing Committee could begin at 5:00 pm and the study session could begin at 5:30 pm. It is also possible that study sessions will not be necessary on all dates.

BACKGROUND:

Study sessions are included in the Governing Body's Procedural Rules—rule V(B)(4)—as a "workshop format" meeting and that does not include public comment or Governing Body action. These meetings may be convened by the City Manager "as needed for discussing issues of public concern". The rules go on to state that the meetings, where possible, will be scheduled at least two (2) weeks in advance. Because study sessions have been a tool the Governing Body has been interested in using to build consensus, gain understanding of issues, and to dialogue openly with colleagues about important issues, it makes sense to identify dates for potential study sessions in advance. Additionally, pre-identified dates provide staff and Governing Body members with a predictable way to prepare for and plan around these sessions.

ATTACHMENTS:
Option 1 – Proposed Study Session Calendar
Option 2 – Proposed Study Session Calendar

Signature: ANDREA PHILLIPS (Jun 5, 2026 14:53:18 MDT)

Email: akphillips@santafenm.gov

Signature: Marci Annarino

Email: maeannarino@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

Signature: Marcos Martinez
Marcos Martinez (Jun 8, 2026 07:47:18 MDT)

Email: mdmartinez@santafenm.gov

CITY OF SANTA FE

2026 GOVERNING BODY & COUNCIL COMMITTEE CALENDAR

OPTION 1

- Governing Body
- Governing Body Study Session
- Finance Committee
- Public Works & Utilities Committee
- Quality of Life Committee

JANUARY

S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

CITY OF SANTA FE

2026 GOVERNING BODY & COUNCIL COMMITTEE CALENDAR

OPTION 2

- Governing Body
- Governing Body Study Session
- Finance Committee
- Public Works & Utilities Committee
- Quality of Life Committee

JANUARY

S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Date: June 3, 2026

To: Governing Body and Public Works and Utilities Committee

From: Alan Hook, Water Resources Coordinator AGH

Via: Jesse Roach, Interim Public Utilities Director JM
JM

Jonathan Montoya, Interim Water Division Director JM
JM

RE: Allowing Fishing in the Santa Fe Municipal Watershed for Specific and Limited Events

---

EXECUTIVE SUMMARY:

The proposed bill would amend SFCC 1987, Section 25-1.9 to create a limited exception to the current prohibition on fishing within the Santa Fe municipal watershed. Fishing would remain generally prohibited except for specific and limited fishing events approved by the Governing Body. The proposed change would maintain existing watershed protections including prohibitions on trespassing, bathing, hiking, camping, hunting, picnicking, grazing of domestic livestock, and unauthorized shooting, while allowing specific and limited fishing events on city-owned property that are approved by the Governing Body at a Governing Body meeting.

BACKGROUND:

The City of Santa Fe's ("City") Children's Fishing Derby has traditionally been held on the first Saturday in June, which coincides with New Mexico Department of Game & Fish's "Free Fishing Day", providing a moratorium on fishing license requirements. In addition, the City's Administrative Procedures for Santa Fe River Target Flows, adopted by Resolution No. 2012-28, state in the section titled "Annual Fishing Derby", that "[i]n dry years when the anticipated watershed yield is less than 50%, or, if for other climatic or hydrologic reasons daily target flows adequate for the Fishing Derby cannot be met, the Fishing Derby will be suspended", (Article IV, Section 4.11.2(5)).

For several years the upper Santa Fe River watershed conditions have not been met, or the Santa Fe River daily target flows have not been adequate to consider the Fishing Derby. In 2026, NM Dept. of Game & Fish plans on a Free Fishing Day in September. This would be an opportune time to successfully hold the Children's Fishing Derby at Nichols Reservoir on city-owned property at a location to be determined. The Fishing Derby provides opportunities for children and families to join with neighbors to experience a fun and engaging day by the river, to learn about the Santa Fe River and riparian ecology, and to learn fishing skills.

ATTACHMENTS:

Memo Attachment - Resolution No. 2012-28
Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-12

INTRODUCED BY:

Councilor Paul Bustamante

Mayor Michael J. Garcia

underscored material = new [~~bracketed material~~] = delete

A BILL

SPECIFYING THAT SPECIFIC AND LIMITED FISHING EVENTS ON CITY-OWNED PROPERTY IN THE SANTA FE MUNICIPAL WATERSHED MAY BE APPROVED BY THE GOVERNING BODY.

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

Section 1. Section 25-1.9 of SFCC 1987 (being Ord. No. 2003-25, § 33, as amended) is amended to read:

25-1.9 – Santa Fe river watershed; prohibited uses; posting of notices.

A. Trespassing, bathing, hiking, camping, fishing, hunting, picnicking, the grazing of all domestic livestock and unauthorized shooting, within the Santa Fe watershed are forbidden, except for specific and limited fishing events on city-owned property in the watershed and approved at a governing body meeting.

B. The properties of the water reservoir system owned by and under the control of the city of Santa Fe and the U.S. Forest Service shall be posted with notices warning all persons against violation of any of the ordinances of the city and county of Santa Fe, of the laws of the state of New

Mexico, the United States government or any rules or regulations adopted pursuant thereto, which provide for the protection of any reservoir, or properties of the water impounding system.

C. All officials and employees of the city water and utility of the city of Santa Fe are hereby vested with authority to enforce all laws, orders, ruling and regulations enacted for the protection of these waters and the properties pertaining thereto.

D. Any violation of this subsection or any violation of the rules and regulations jointly agreed on by the U.S. Forest Service and the governing body shall be punished as provided in Section 1-3 SFCC 1987.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

_____

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Bill/Allowing Fishing in the Santa Fe Water Shed for Specific Events

FIR No. 10761.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Allowing Fishing in the Santa Fe Municipal Watershed for Specific and Limited Events

Sponsor(s): Councilor Paul Bustamante and Mayor Michael J. Garcia

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Allan Hook, Water Resources Coordinator **Date:** 6/3/2026
Phone: (505) 955-4205

Reviewed by City Attorney: [signature] **Date:** 06/03/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Jun 4, 2026 09:41:01 MDT) **Date:** 06/04/2026

Summary:
The proposed bill would amend SFCC 1987, Section 25-1.9 to create a limited exception to the current prohibition on fishing within the Santa Fe watershed. Fishing would remain generally prohibited except for specific and limited fishing events on city-owned property and approved at a Governing Body meeting. The proposed change would maintain existing watershed protections including prohibitions on trespassing, bathing, hiking, camping, hunting, picnicking, grazing of domestic livestock, and unauthorized shooting, while allowing specific and limited fishing events approved by the Governing Body.

Departments Affected:
Public Utilities

Consequences of Not Enacting Legislation:
If this legislation is not adopted, fishing activities within the Santa Fe watershed will remain prohibited without exception.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution No. 2012-20 adopted the City's Administrative Procedures for Santa Fe River Target Flows, and Ordinance No. 2012-10 created Article 25-13 of SFCC 1887 regarding the Santa Fe River Target Flow for a Living River Initiative.

Performance and Administrative Implications:
For several years the upper Santa Fe River watershed conditions have not been met, or the Santa Fe River daily target flows have not been adequate to consider the Fishing Derby. In 2026, NM Dept. of Game & Fish plans on a Free Fishing Day in September. This would be an opportune

time to successfully hold the Children's Fishing Derby at Nichols Reservoir on city-owned property at a location to be determined. The Fishing Derby provides opportunities for children and families to join with neighbors to experience a fun and engaging day by the river, to learn about the Santa Fe River and riparian ecology, and to learn fishing skills. If the Governing Body approves the Children's Fishing Derby event at Nichols Reservoir, City staff would devote time and resources to planning for and holding the Children's Fishing Derby as described above.

Fiscal Implications:
None at this time.

Fiscal Impact

_____x_____ Check here if no fiscal impact

Expenditures

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature: Alan Hook

Email: aghook@santafenm.gov

Signature:

Email: jmmontoya@santafenm.gov

Date: May 7, 2026

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

From: Sean Moody, Capital Projects Manager SM

Via: Sam Burnett, Interim Public Works Director JOHN BURNETT

RE: Adoption of the 2028-2032 Infrastructure Capital Improvements Plan

---

EXECUTIVE SUMMARY:

The proposed resolution describes the 2028-2032 Infrastructure Capital Improvement Plan ("ICIP") for the City of Santa Fe ("City"). District and City capital priorities will be identified in the subsequent Legislative Priorities Resolution for the 2027 New Mexico Legislative Session.

BACKGROUND:

The ICIP is a planning tool that establishes priorities for anticipated infrastructure projects for counties, municipalities, tribal governments, special districts, and senior citizen services. The Department of Finance and Administration ("DFA"), Local Government Division, administers the local government ICIP. Each year, the City submits a list of the City's anticipated capital projects to the DFA, requesting capital project funding from the State. This year the plan, along with the adopted resolution, is due to the DFA on July 1, 2026.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

A RESOLUTION

ADOPTING THE CITY OF SANTA FE'S 2028-2032 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN.

WHEREAS, the City of Santa Fe ("City"), New Mexico, a New Mexico municipal corporation, recognizes that the financing of public capital projects is a major concern in New Mexico and nationally; and

WHEREAS, in times of scare resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities, and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, the City's plan for capital projects contributes to local and regional project identification and selection in short and long-range capital planning efforts; and

WHEREAS, the State of New Mexico's ("State's") Department of Finance and Administration requires the City to adopt a resolution identifying a five-year Infrastructure Capital Improvement Plan ("ICIP"), as specified in its ICIP Guidelines – Submissions Specifications, in

order for the City to receive capital outlay funding from the State; and

WHEREAS, the Department of Finance and Administration, through its authority in NMSA 1978, Sections 5-8-6A, 9-6-5.1(D), 11-6-2, 11-6-4.1(A)(6) and 11-6-5.1(D), strongly encourages each jurisdiction to prepare a five-year infrastructure capital improvement plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that

1. It adopts the attached 2028-2032 Infrastructure Capital Improvements Plan ("Plan"); and

2. The Plan is intended to be a working document and is the first of many steps toward improving rational, long-range, capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

_____

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/2028-2032 Infrastructure Capital Improvements Plan

EXHIBIT A

CITY OF SANTA FE

ICIP FY2028-2032

JUNE 1, 2026

Project Title	Prior Appropriations	Infrastructure Category	Location	Funded to Date	Total Project Cost	Funding Still Needed
Southside Transit Center Renovation		Facility	2521 Camino Entrada	350,000	850,000	500,000
SWAN Park Phase II	G3018, H3206	Park	500 Plaza Central	3,080,800	16,800,894	13,720,094
Acequia Trail Extension Phase B		Pedestrian Walkway	Acequia Trail to Agua Fria Street	-	8,900,000	8,900,000
San Felipe Road Reconstruction		Streets	Airport Road to Agua Fria	-	11,000,000	11,000,000
Arroyo en Medio Pedestrian Connectivity		Pedestrian Walkway	Sawmill Road to East Zia	-	5,500,000	5,500,000
Lucia Lane Reconstruction		Streets	Airport Road to Jaguar Drive	-	4,400,000	4,400,000
Rail Trail Intersections		Streets	Paseo de Peralta, Second Street, Siringo Road and Rodeo Road	-	1,800,000	1,800,000
St. Michael's Drive Reconstruction		Streets	Cerrillos Road to Botulph Road	-	22,500,000	22,500,000
Richards Avenue Water Main Extension		Water	Cerrillos Road to Brenner Way	183,000	1,183,000	1,000,000
Controlled Environment Agriculture Innovation Center		Facility	To be determined	-	5,900,000	5,900,000
Greer Garson Performing Arts Center Renovation		Arts	1600 St. Michaels Drive	-	12,300,000	12,300,000
Santa Fe Community and Economic Opportunity Center Renovation		Facility	1614 Paseo de Peralta	200,000	5,550,000	5,350,000
Southside Community & Economic Opportunity Center		Facility	Airport Road corridor	-	12,840,000	12,840,000
BRAIN Facilities Management Platform Expansion		Equipment	City-wide	550,000	2,550,000	2,000,000
Facilities Systems Replacement, Energy Efficiency, and Exterior Improvements		Facility	City-wide	550,000	4,550,000	4,000,000

Project Title	Prior Appropriations	Infrastructure Category	Location	Funded to Date	Total Project Cost	Funding Still Needed
Facilities Master Planning and Capital Prioritization Framework		Broadband	City-wide	250,000	2,000,000	1,750,000
Dawsons Park Improvements and Upgrades		Park	3000-3098 Calle Nueva Vista	-	105,000	105,000
Fort Marcy Recreation Complex Deferred Maintenance		Pool	490 Bishops Lodge Road	-	3,500,000	3,500,000
Tierra Contenta Ph III Neighborhood Park		Park	Tierra Contenta Phase III	-	2,500,000	2,500,000
Basketball Courts Resurfacing		Sports/Athletics	City-wide	-	2,000,000	2,000,000
Drinking Fountain Upgrades		Park	City-wide	-	350,000	350,000
Baseball/Softball Field Dugout Renovations		Sports/Athletics	City-wide	-	1,350,000	1,350,000
Parks Irrigation Assessment		Park	City-wide	-	500,000	500,000
Playgrounds Upgrades and Renovations		Park	City-wide	-	1,145,000	1,145,000
Parks Security Cameras		Park	City-wide	-	450,000	450,000
Arroyo de los Chamisos North Fork Improvements		Storm/Surface Water Control	Corte de Princesa	217,000	4,877,000	4,660,000
Rio Metro Intersections Improvements		Streets	West Zia, Cordova, Cerrillos, St. Francis and West Manhattan	-	4,000,000	4,000,000
Governor Miles Road Reconstruction		Streets	Richards Ave to Nizhoni Drive	810,000	11,210,000	10,400,000
Calle Mejia Bicycle and Pedestrian Infrastructure Improvements		Streets	Calle Mejia	-	500,000	500,000
Airport Terminal Expansion Phase II	J3159, K3065	Airports	121 Aviation Drive	2,590,000	37,590,000	35,000,000

Project Title	Prior Appropriations	Infrastructure Category	Location	Funded to Date	Total Project Cost	Funding Still Needed
Chemical Storage and Feed System Rehabilitation		Wastewater	73 Paseo Real	-	725,000	725,000
Security for Water Source and Storage Sites		Equipment	801 W. San Mateo	-	600,000	600,000
Alameda/Delgado Bridge Reconstruction		Bridges	205 Delgado Street	-	5,000,000	5,000,000
McClure Dam Outlet Rehabilitation		Dams	1780 Canyon Road	-	25,000,000	25,000,000
Regional Airport access road from NM599	I3318	Streets	3826 Veterans Memorial Hwy	4,500,000	17,500,000	13,000,000
21st Century Midtown Library & Community Center	J3141	Facility	1600 St. Michael's Drive	300,000	22,800,000	22,500,000
Midtown Redevelopment Infrastructure Improvements	F2903,G3017,H3203	Facility	1600 St. Michael's Drive	4,500,000	77,000,000	72,500,000
Henry Lynch Reconstruction		Streets	Henry Lynch - Agua Fria Street to Rufina Street	1,135,347	15,000,000	13,864,653
Median Beautification Phase I	G3165,K3240	Streets	City-wide	2,160,000	9,200,000	7,040,000
New City Services Center		Facility	2651 Siringo Road	82,572	52,530,572	52,448,000
MRC Irrigation System Upgrades	J3156	Park	205 Caja Del Rio Road	200,000	8,500,000	8,300,000
Electric Vehicles and Charging Stations		Equipment	1730 Llano St	-	750,000	750,000
Pressure Release Valve SCADA Implementation		Solar Panels	801 West San Mateo	-	450,000	450,000
St. Michaels Drive Rail Trail Underpass Project	I3321	Streets	Rail Trail crossing	4,227,734	24,999,000	20,771,266
Bishop's Lodge Road Reconstruction		Streets	Paseo de Peralta to Circle Drive	1,308,007	36,068,007	34,760,000

Project Title	Prior Appropriations	Infrastructure Category	Location	Funded to Date	Total Project Cost	Funding Still Needed
Rufina St & Lopez Lane Intersection Improvements	I3319,J3296	Streets	Intersection of Rufina St & Lopez Lane	50,000	5,000,000	4,950,000
Pacheco Street Bicycle & Pedestrian Improvements	G3170,H3360	Streets	West San Mateo to Alta Vista	500,000	2,500,000	2,000,000
Canyon Road Water Chemical Feed Upgrades		Water	1780 Canyon Road	37,654	13,677,654	13,640,000
San Juan Chama Return Flow Project		Wastewater	Buckman Road to River	4,606,333	68,351,973	63,745,640
Ashbaugh Infiltration Project		Storm/Surface Water Control	1703 Cerrillos Road	560,577	4,060,577	3,500,000
Fire Station Remodels for Response	J3151	Facility	City Wide Locations	6,845,000	10,845,000	4,000,000
MRC Soccer Valley Expansion	H3204,I3136,J3155	Sports/Athletics	205 Caja Del Rio Road	8,375,000	28,692,356	20,317,356
Water & Sewer Expansion to West Alameda Rd	G2419,I2457,I2458	Wastewater	W. Alameda Rd - Siler Rd & Agua Fria Interconnection	-	3,850,000	3,850,000
Water Line Extension to Underserved Mutt Nelson Rd		Water	Mutt Nelson Rd to S. Frontage Rd & Jaguar Rd interconnection	-	11,000,000	11,000,000
Galisteo Alameda Bridge Reconstruction		Bridges	300 Galisteo Street	-	5,000,000	5,000,000
Rodeo Rd - St Francis Bridge Reconstruction		Bridges	2904 Rodeo Rd	-	6,000,000	6,000,000
Regional Traffic Management Center		Equipment	1142 Siler Road	-	7,000,000	7,000,000
Municipal Court Facility Improvements		Facility	2511 Camino Entrada	-	1,000,000	1,000,000
Permanent & Transitional Housing to End Homelessness	I3143,J3157	Homelessness	To be determined	4,200,000	24,200,000	20,000,000
Replacement Paseo Real Wastewater Reclamation Facilities	J2459	Wastewater	73 Paseo Real	1,600,000	101,600,000	100,000,000

Project Title	Prior Appropriations	Infrastructure Category	Location	Funded to Date	Total Project Cost	Funding Still Needed
Paseo Real Headwork Preliminary Treatment Renovations		Wastewater	73 Paseo Real	-	20,000,000	20,000,000
Paseo Real Maintenance Building Construction		Facility	73 Paseo Real	-	6,000,000	6,000,000
Paseo Real Ultraviolet Disinfection Equipment		Equipment	73 Paseo Real	-	10,000,000	10,000,000
Ragle Park Baseball Field Upgrades	J3158,K3064	Park	2530 West Zia	3,132,575	5,332,575	2,200,000
Cerro Gordo Paving & Drainage		Streets	Cerro Gordo Road Armijo to Canyon	-	13,400,000	13,400,000
Zozobra Field at Fort Marcy Park Renovations		Park	490 Bishops Lodge Road	5,500,000	14,500,000	9,000,000
Agua Fria Corridor Improvements		Streets	2640 Agua Fria St	110,000	5,610,000	5,500,000
Arroyo San Antonio Drainage Improvements		Storm/Surface Water Control	St Francis Drive to Agua Fria	-	5,500,000	5,500,000
Arroyo Torreon Channel Improvements	K2630	Storm/Surface Water Control	West Alameda Ave Ephraim to San Salvador	347,750	4,410,250	4,062,500
Flood Risk Mitigation at Marc Brandt Park		Storm/Surface Water Control	3210 Siringo Rd	-	3,000,000	3,000,000
Arroyo Chamiso Extension Connecting East & West Zia Roads		Pedestrian Walkway	Arroyo de los Chamisos Botulph Rd to Old Arroyo Chamisos	300,000	1,500,000	1,200,000
Police Department Facility Improvements		Facility	2511 Camino Entrada	-	2,500,000	2,500,000
Rio Vista/Alamo Culvert Improvements		Storm/Surface Water Control	432 Alamo Drive	-	1,200,000	1,200,000
West Alameda St Reconstruction		Storm/Surface Water Control	West Alameda St Siler to Calle Nopal	1,440,000	25,500,000	24,060,000
Transit Bus Shelters		Please make a selection	City-wide	550,000	1,000,000	450,000

Project Title	Prior Appropriations	Infrastructure Category	Location	Funded to Date	Total Project Cost	Funding Still Needed
Santa Fe Regional Airport Parking Structure		Airports	121 Aviation Drive	-	23,000,000	23,000,000
Pavement Rehab & Preservation on Residential Roads		Streets	City-wide	2,500,000	5,500,000	3,000,000
Arroyo Chamiso Urban Trail Improvements		Storm/Surface Water Control	2100 Vo-Tech Rd	64,270	964,270	900,000
Cerro Gordo Culvert & Watershed Improvements		Storm/Surface Water Control	2007 Cerro Gordo Road	-	550,000	550,000
City Hall Elevator & City Council Chambers		Facility	200 Lincoln Ave	150,000	2,650,000	2,500,000
Downtown Transit Center		Facility	150 Sheridan Ave	100,000	3,700,000	3,600,000
Frenchy's Field Park / SF River Trail Improvements		Park	2001 Agua Fria St	-	600,000	600,000
Harrison Rd Sidewalk & Lighting Improvements		Sidewalks	Harrison Road Cerrillos Rd to Agua Fria St	500,000	1,091,998	591,998
Herb Martinez Park Improvements	K3061	Park	914 Camino Carlos Rey	700,000	925,000	225,000
La Familia Critical Repairs and Improvements		Facility	1035 Alto St	-	1,500,000	1,500,000
Police Training Facility	K3063	Facility	Camino Entrada	-	8,250,000	8,250,000
Police Internal Affairs Facility		Facility	Camino Entrada	-	250,000	250,000
Santa Fe Teen Center Improvements		Facility	6600 Valentine Way	6,815,000	8,920,000	2,105,000
River Park Ped Bridge at Closson Street		Park	Santa Fe River at Closson Ave	219,753	879,753	660,000
PROJECT COUNT 89			**SUBTOTALS**	**76,398,372**	**955,834,879**	**879,436,507**

FIR No. 10756

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): 2028-2032 Infrastructure Capital Improvements Plan

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): Public Works Department

Staff Completing FIR: Sean Moody, Capital Projects Manager **Date:** 4/23/2026 **Phone:** (505) 955-6931

Reviewed by City Attorney: _____ **Date:** _____

Reviewed by Finance Director: ANDREA PHILLIPS (Jun 4, 2026 11:11:30 MDT) **Date:** 06/04/2026

Summary:
The proposed resolution would adopt the City of Santa Fe's (City's) 2028-2032 Infrastructure Capital Improvements Plan ("ICIP").

Departments Affected:
Priority Capital projects affect all City departments and are included in the ICIP.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not be eligible for State Legislative Capital Outlay funding.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This resolution relates to the "Legislative Priorities Resolution" that will establish the City's capital outlay and policy priorities for the 2027 New Mexico Legislative Session.

Performance and Administrative Implications:
City staff manages the request process, deploying projects funded by the ICIP and overseeing the grant reimbursement and reporting process.

Fiscal Implications:
The resolution does not have a direct fiscal impact, but the City's submission of its ICIP to the New Mexico Department of Finance and Administration for consideration by the New Mexico State Legislature for capital appropriations has potentially positive fiscal impactions for the City and could help the City address community needs. The City's previous ICIPs have resulted in millions of dollars of benefit to the City in past years. New Mexico House Bill 247, which passed on March 9, 2026, provides that capital outlay authorizations and appropriations from the State of New Mexico to municipalities in amounts of one hundred thousand dollars ($100,000) or more shall not be made for a project unless the project is included on an Infrastructure Capital Improvement Plan.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature: JOHN BURNETT (Jun 4, 2026 14:56:01 MDT)

Email: jsburnett@santafenm.gov

Signature:

Email: sxmoody@santafenm.gov

Date: May 29, 2026

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

From: Jennifer LaBar-Tapia, Film Office Executive Director JLT

RE: Santa Fe International Film Festival Banner Installation

EXECUTIVE SUMMARY:

This resolution would approve the Santa Fe International Film Festival installing twenty-five (25) banners on City of Santa Fe owned light poles, along Guadalupe Street from Cerrillos Road to West Alameda Street. The banners would be displayed from October 1st through November 1st, annually.

BACKGROUND:

Section 17-7.6 of the City's Code allows installing banners on City property when erected by the City or a City permittee and if approved by the Governing Body via resolution. Under the City's Code, a resolution approving banner installation must include the dates of display, location, number, design approval process, installation, maintenance, and cost of installation.

The proposed resolution addresses the required elements for placing banners along Guadalupe Street from Cerrillos Road to West Alameda Street:

- The dates of display will be October 1st through November 1st, annually;
- The location is on City-owned light poles along Guadalupe Street from Cerrillos Road to West Alameda Street;
- Twenty-Five (25) banners total, one banner is allowed per light pole;
- The design of the banners has been approved by the Planning and Land Use Director and City Attorney as conforming to all applicable requirements and restrictions;
- The Santa Fe International Film Festival is responsible for the installation of the banners, for obtaining the obstruction permits for installation and removal of the banners pursuant to standard City procedures as applicable, and for replacing banners that become damaged, defaced, or are in any form of disrepair, at its expense.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

Councilor Alma Castro

A RESOLUTION

AUTHORIZING THE ANNUAL INSTALLATION OF TWENTY-FIVE BANNERS FROM OCTOBER 1 TO NOVEMBER 1, COMMEMORATING THE SANTA FE INTERNATIONAL FILM FESTIVAL ALONG THE GUADALUPE CORRIDOR.

WHEREAS, SFCC 1987, Section 14-7.6(B)(2), allows permittees or the City of Santa Fe ("City") to install banners if the Governing Body adopts a Resolution, approving the banners; and

WHEREAS, SFCC 1987, Section 14-9.3 "General Definitions", defines a "Banner" as "a temporary sign no larger than eighteen (18) square feet made of flexible material (cloth, paper, vinyl, or other lightweight, non-rigid material) on which information relating to an event, function, or activity is painted or printed, which projects from, hangs from, or is affixed to a City-owned supported structure"; and

WHEREAS, the Resolution regarding banner installation must specify the dates of display, location, number, installation, maintenance, and cost; and

WHEREAS, the Santa Fe International Film Festival wishes to display banners annually from October 1 to November 1, to commemorate and promote the Festival as an important artistic and cultural event; and

WHEREAS, the banners are intended to draw attention to The Santa Fe International Film Festival, New Mexico's only Academy Award® qualifying film festival.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE approves the following banner design and installation plan:

Dates:	The banners may be displayed each year from October 1st through November 1st.
Location:	The banners may be displayed on light poles located along Guadelupe Street from Cerrillos Road to West Alameda Street.
Number:	Twenty-five (25) total banners may be displayed.
Design Approval Process:	The Planning and Land Use Director and City Attorney have approved the banner design as conforming to all applicable requirements and restrictions.
Installation:	Santa Fe International Film Festival will only utilize light poles with banner structure already installed. Santa Fe International Film Festival will incur all costs for the installation of the banners.
Maintenance:	Banners that become damaged, defaced, or are in any form of disrepair shall be replaced immediately at the expense of the Santa Fe International Film Festival. The City reserves the right to remove any banners the City deems in disrepair prior to their scheduled removal date.
Cost Allocation:	The Santa Fe International Film Festival shall be responsible for all costs associated with purchasing, installation, and removal of the banners.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

_____

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Santa Fe International Film Festival Banners

EXHIBIT A

18th annual

santa fe international film festival

OCTOBER 14 – 19
2026

santafe.film

FIR No. 10763.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Santa Fe International Film Festival Banner Approval

Sponsor(s): Mayor Michael Garcia and Councilor Alma Castro

Reviewing Department(s): Santa Fe Film Office

Staff Completing FIR: Jennifer LaBar-Tapia, Film Office Executive Director **Date:** 5/29/2026
Phone: (505) 955-6216

Reviewed by City Attorney: [signature] **Date:** 06/04/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Jun 4, 2026 15:01:20 MDT) **Date:** 06/04/2026

Summary:
This resolution would approve the Santa Fe International Film Festival installing twenty-five (25) banners on City of Santa Fe owned light poles, along Guadalupe Street from Cerrillos Road to West Alameda Street, from October 1st through November 1st, annually. The request is pursuant to SFCC 1987, Section 17-7.6, which requires the Governing Body to adopt a resolution to permit installing banners on City-owned support structures, such as light poles.

Departments Affected:
None.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Santa Fe International Film Festival would not be able to display banners on City-owned light poles to commemorate and promote the festival.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The Planning and Land Use Director and City Attorney have approved the form of the banners conform to the applicable requirements and restrictions.

Fiscal Implications:
The Santa Fe International Film Festival is responsible for the installation of banners, for obtaining the obstruction permits for installation and removal of the banners, and for replacing banners that become damaged, defaced, or are in any form of disrepair, at its expense.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature: Jennifer LaBar-Tapia
Jennifer LaBar-Tapia (Jun 4, 2026 15:05:52 MDT)

Email: jllabartapia@santafenm.gov

Date: May 1, 2026

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

From: Faviola Chavez, Affordable Housing Director FC

Via: Heather Lamboy, Land Use Director

RE: Updating Fee in Lieu and Affordability Requirements for Santa Fe Homes Program

---

EXECUTIVE SUMMARY:

If adopted, the proposed bill would amend SFCC 1987, Section 26-1.22, which establishes the requirements for developing rental units under the Santa Fe Homes Program ("SFHP"). The bill makes non-substantive technical updates and clarifications to the calculation of fees paid in lieu of providing on-site affordable units. It also makes a substantive change to the fee-in-lieu calculation by proposing the use of thirty percent (30%) instead of sixty-five percent (65%) when determining the calculation's base fee amount.

ATTACHMENTS:

Memo Attachment – Example Calculations for SFHP
Bill
Fiscal Impact Report

Updated Ordinance Example Calculations

2025 FMR Numbers and example unit numbers:

BR Size	2025 FMR as determined by HUD	# Units	Total Aff'd Units Required
Studio	$1,235	0	0.00
1 BR	$1,368	54	8.10
2 BR	$1,627	67	10.05
3 BR	$2,057	18	2.70
		139	**20.85**

**The FMR remains the same for both the current calculation and the proposed calculation*

Under current ordinance using 65% AMI for fee-in-lieu calculation:

BR Size	Santa Fe Aff'd Rent**	Base Gap	Adjusted Gap (100%)after July 1, 2024
Studio	$ 1,133.00	$ 102.00	$ 204.00
1 BR	$ 1,133.00	$235	$ 470.00
2 BR	$ 1,294.00	$333	$ 666.00
3BR	$ 1,456.00	$601	$ 1,202.00

Fee Per Month	Project Fee**
$0	0
$3,807.00	$91,368.00
$6,693.30	$160,639.20
$3,245.40	$77,889.60
Total: $13,745.7	Project Total: $329,896.80

**Fee per month = adjusted base gap x number of affordable units*

** Project fee = fee per month x 24*

Under proposed ordinance change using 30% AMI for fee-in-lieu calculation:

BR Size	Santa Fe Aff'd Rent**	Base Gap	Adjusted Gap (100%)after July 1, 2024
Studio	$ 523.00	$ 712.00	$ 1,424.00
1 BR	$ 523.00	$ 845.00	$ 1,690.00
2 BR	$ 598 .00	$ 1,029.00	$ 2,058.00
3BR	$ 673.00	$ 1,420.00	$ 2,840.00

Fee Per Month	Project Fee**
$0	0
$13,689.00	$328,536.00
$20,682.90	$496,389.60
$7,668.00	$184,032.00
Total: $42,039.90	Project Total: $1,008,957

**Fee per month = adjusted base gap x number of affordable units*

** Project fee = fee per month x 24*

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-11

INTRODUCED BY:

Mayor Michael Garcia

Councilor Alama Castro

A BILL

RELATING TO THE SANTA FE HOMES PROGRAM AND REQUIREMENTS FOR RENTAL UNITS; AMENDING SECTION 26-1.22 TO MAKE CERTAIN TECHNICAL CHANGES, TO CLARIFY THE CALCULATION OF FEES PAID IN LIEU OF PROVIDING ON-SITE AFFORDABLE UNITS, TO AMEND THE FEE-IN-LIEU CALCULATION TO USE THIRTY PERCENT OF THE AREA MEDIAN INCOME INSTEAD OF SIXTY-FIVE PERCENT WHEN DETERMINING BASE FEE AMOUNT.

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

Section 1. Section 26-1.22 of SFCC 1987 (being Ord. No. 2019-30, § 5) is amended to read:

26-1.22 - Requirements for SFHP rental units.

A. If a SFHP developer obtained a residential building permit for a multifamily residential development between January 1, 2016, and December 31, 2019, then the developer shall pay a fee associated with such development [~~shall be assessed~~] in accordance with SFHP administrative procedures. If applicable, the associated [~~an~~] annexation agreement, subdivision plat, or development plan shall be

underscored material = new [~~bracketed material~~] = delete

administratively amended to reflect the updated requirement and the owner or developer, as applicable, shall record or file, as applicable, the amended document [~~shall be recorded or filed, as applicable, by the owner or development~~]. Incentives for SFHP developers as set forth in subsection 14-8.11 SFCC 1987 [~~will~~] are not be available for these projects, other than the density bonus pursuant to subsection 14-8.11(G)(1).

B. [~~Effective January 1, 2020, and thereafter,~~] A SFHP developer that obtains a building permit for a [~~multifamily~~] residential rental development after January 1, 2020, shall [~~comply with the SFHP ordinance by~~] either: pay[~~ing~~] a fee, create[~~ing~~]e [~~LPDUs~~] Low Priced Dwelling Units ("LPDUs"), or provide affordable on-site units as follows:

(1) *Fee in lieu.* [~~The~~] Except for small multifamily rental projects of twelve (12) or fewer units, and as described by Section 26-1.22(B)(1)(d), SFHP developers may pay [~~of~~] a fee in lieu of providing on-site affordable units, assessed according to a[~~n "affordability gap"~~] calculation that determines the base fee, which is the difference between [~~a~~] the FMR and the rent affordable to a renter earning thirty percent ([~~65~~] 30%) of the AMI.

(a) [~~The steps of the calculation of the base fee amount t~~] To calculate the fee in lieu [~~as more fully described in the administrative procedures, are as follows~~]:

(i) multiply the total number of units [~~broken out by number of bedrooms)~~] of each size, as defined by number of bedrooms, by fifteen percent (15%) to determine the number of affordable units that would have been required to be built if not for the developer paying the fee;

(ii) multiply the number of affordable units required in the previous step (including any decimal places) by the base fee associated with each type of unit [~~broken out by number of bedrooms)~~] (determined by number of bedrooms) to determine the monthly fee; and

(iii) multiply the monthly fee by twenty-four (24) months to determine the total project fee.

(b) HUD's FMR will be used to establish the [~~affordability gap(~~]"base fee amount"[~~)~~] relative to HUD's AMI data. [~~Developers shall pay phased fee increases according to when projects are permitted as follows:~~

~~(i) for units permitted on or before June 30, 2020, the base fee amount;~~

~~(ii) for units permitted between July 1, 2020, and June 30, 2021, the base fee, increased by twenty percent (20%) fee increase;~~

~~(iii) for units permitted between July 1, 2021, and June 30, 2022, the base fee, increased by forty percent (40%) fee increase;~~

~~(iv) for units permitted between July 1, 2022, and June 30, 2023, the base fee, increased by sixty percent (60%) increase;~~

~~(v) for units permitted between July 1, 2023, and June 30, 2024, the base fee, increased by eighty percent (80%) increase; and~~

~~(vi)~~][~~f~~]For units permitted on or after July 1, 2024, the base fee[~~,~~] shall be increased by one hundred percent (100%).

(c) A SFHP developer that creates a vacation time share project or short term rental units shall be subject to the fees set forth in this subparagraph 26-1.22(B)(1);

(d) A small multifamily rental project that consists of twelve (12) or fewer units shall pay the base fee amount, which shall be calculated as the difference between a FMR and the rent affordable to a renter earning thirty percent ([~~65~~] 30%) of the AMI, and shall not be subject to the phased fee increases set forth in subsection 26-1.22(B)(1)(b).

[~~(e) No later than July 1, 2022 staff shall initiate a review of the provisions of subsection 26-1.22(B)(1), as established by ordinance no. 2019-30, and shall present the findings to the governing body within six (6) months.~~]

(2) *One-hundred percent (100%) LPDUs.* A[~~n~~] SFHP developer may create a development that consists of one-hundred percent (100%) LPDUs that shall comply with the requirements set forth in subsection 26-2.3;

(3) *Fifteen percent (15%) affordable rental units.* A[~~n~~] SFHP developer may set aside [~~of~~] fifteen percent (15%) of on-site rental units for income certified renters as described in subsection 26-1.23(A); or

(4) *Combination.* A[~~n~~] SFHP developer may combine two (2) or more of the preceding three (3) options if such a combination provides an equivalent and beneficial impact toward meeting identified housing needs, subject to approval by the office of affordable housing. If a developer chooses to

provide a combination of the options, then the city shall provide the developer incentives set forth in subsection 14-8.11(G), as approved by the land use director.

C. The marketing, leasing, and occupancy of either an SFHP rental unit or an SFHP manufactured home lot that is rented shall conform to the criteria set forth in the administrative procedures. Rental rates shall comply with the rates set forth in subsection 26-1.24 SFCC 1987. SFHP rental units shall comply with the minimum size, unit type(s), and other structural requirements set forth in subsection 26-1.25 SFCC 1987. SFHP developers must obtain approval for the location of SFHP rental units. The units or manufactured home lots shall have compatible exterior architectural and landscaping appearance with other units in the development.

D. Units or manufactured home lots available for SFHP rentals shall be described in a SFHP proposal in sufficient detail so that such units or manufactured home lots can be identified after construction or creation and occupancy. SFHP tenants must meet eligibility requirements at the time they initially lease an SFHP unit.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (May 21, 2026 09:49:43 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

FIR No. 10516.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Updating Fee in Lieu and Affordability Requirements

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): Land Use Department, City Attorney's Office

Staff Completing FIR: Faviola Chavez, Affordable Housing Director **Date:** 5/01/2026

Phone: (505) 690-4192

Reviewed by City Attorney: Marcos Martinez (May 22, 2026 09:18:25 MDT) **Date:** 05/22/2026

Reviewed by Finance Director: ANDREA PHILLIPS (May 22, 2026 10:07:48 MDT) **Date:** 05/22/2026

Summary:
If adopted, the proposed bill would amend SFCC 1987, Section 26-1.22, which establishes the requirements for developing rental units under the Santa Fe Homes Program ("SFHP"). The bill makes non-substantive technical updates and clarifications to the calculation of fees paid in lieu of providing on-site affordable units. It also makes a substantive change to the fee-in-lieu calculation by proposing the use of thirty percent (30%) instead of sixty-five percent (65%) when determining the calculation's base fee amount.

Departments Affected:
Affordable Housing Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, SFCC 1987, Section 26-1.22, will not be updated to include clarifications and technical updates to the calculation of fees paid in lieu of providing on-site affordable units. There would also not be a decrease from sixty-five percent (65%) to thirty percent (30%) when determining the base fee amount in the fee-in-lieu calculation. This means that the amount collected for developing rental units under the Santa Fe Homes Program would remain status quo.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Section 26-1.22, SFCC 1987, was last updated via Ordinance No. 2019-30.

Performance and Administrative Implications:
None at this time.

Fiscal Implications:
**Currently, the fee-in-lieu calculation uses a percentage of sixty-five percent (65%) to determine the "base fee" amount. The bill proposes to lower this amount to thirty percent (30%). The decrease in this

percentage would result in an increase in the amount the City of Santa Fe would collect from developers, should they opt to pay a fee in lieu of providing on-site affordable units. See the memo attachment "Example Calculations for SFHP" for sample fee-in-lieu calculations.

Fiscal Impact

** ___ Check here if no fiscal impact

Expenditures

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

Expenditure Narrative:
** See "Fiscal Implications" narrative" above.

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:

CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO BILL NO. 2026-11
Update to Fee in Lieu and Affordability Requirements

The following members of the Governing Body joined sponsorship of this legislation:

Pilar Faulkner (May 26, 2026 09:49:04 MDT)

Pilar Faulkner, Councilor

5/26/2026

Date

10516.0

Co-Sponsorship Form - Updating Fee in Lieu and Affordability Requirements - Councilor Faulkner

Final Audit Report 2026-05-26

Created:	2026-05-26
By:	PALMER ANDERSON (pcanderson@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABLIEK6oIIUqo_mh_Mr9er-IcVTU91D2S

"Co-Sponsorship Form - Updating Fee in Lieu and Affordability Requirements - Councilor Faulkner" History

Document created by PALMER ANDERSON (pcanderson@santafenm.gov)
2026-05-26 - 3:27:26 PM GMT- IP address: 63.232.20.2

Document emailed to Pilar Faulkner (pfhfaulkner@santafenm.gov) for signature
2026-05-26 - 3:28:50 PM GMT

Email viewed by Pilar Faulkner (pfhfaulkner@santafenm.gov)
2026-05-26 - 3:48:41 PM GMT- IP address: 104.47.65.254

Document e-signed by Pilar Faulkner (pfhfaulkner@santafenm.gov)
Signature Date: 2026-05-26 - 3:49:04 PM GMT - Time Source: server- IP address: 76.127.62.125 - Signature Appearance Selected: DRAW

Agreement completed.
2026-05-26 - 3:49:04 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

Memorandum

Date: April 23, 2026

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee, Economic Development Advisory Committee, and Arts Commission

From: Carly Venditti, Metropolitan Redevelopment Agency, Deputy Director CAV

Via: Brian Moya, Interim City Manager BM

RE: A Bill Approving the City of Santa Fe Ground Lease and Development Agreement of certain City-owned property to the Midtown Arts and Design Alliance for a lease term of ten years that may be extended up to fifty years.

EXECUTIVE SUMMARY:
If adopted, the bill would approve the ground lease and development agreement of a city-owned building, the Midtown Visual Arts Center, with Midtown Arts and Design Alliance, LLC. NMSA 1978, Section 3-54-1 requires that the City of Santa Fe ("City") approve the lease of City-owned property with an Ordinance. This bill is created to comply with that statute.

BACKGROUND:
The City and Midtown Arts and Design Alliance (MADA) ("Developer") intends to enter into a Ground Lease and Development Agreement to facilitate the renovation and remodel of the city-owned Visual Arts Center and Barracks on the Midtown Site at 1600 St. Michael's Drive ("Property"). The Property described as the Visual Arts Center and Barracks, are located on parcels K-1a and P-1b, located in the northwest of the Midtown Site; containing approximately 3.37 acres.

As a subsidiary of the Santa Fe Arts Institute (SFAI), the Midtown Arts and Design Alliance has been on the Midtown Site since the close of the Santa Fe University of Art and Design and throughout the community engagement processes that culminated in the Midtown Master Plan (Resolution No. 2022-68) and Community Development Plan (Resolution No. 2023-5), known collectively as the Midtown Redevelopment Plans. The Midtown Redevelopment Plans expressed the will of the community to establish an arts hub including arts and cultural organizations, in addition to cultural organization, activities, and technology that could procure the necessary project team to finance, renovate, lease, and manage the Visual Arts Center and adjacent outdoor spaces.

CITY OF SANTA FE

Memorandum

The City of Santa Fe and the Office of Economic Development launched a Request for Proposals (RFP # 23/17/P) on December 1, 2022, with proposals due February 2, 2023. MADA was the sole respondent to RFP 23/17/P with a variety of stakeholders, non-profit organizations, and community partners included on the proposed project team. An Exclusive Negotiation Agreement (ENA 2023-0548) was solidified between the City of Santa Fe and Developer as of September 5, 2023, upon the recommendation of the Evaluation Committee. This Exclusive Negotiation Agreement was extended multiple times from December 31, 2024, to April 30, 2025, and finally June 30, 2025. The City of Santa Fe and Developer have been collaborating on this proposed Ground Lease and Development Agreement since August 2025.

SUMMARY OF DEVELOPMENT AND DISPOSITION AGREEMENT

A. **Introduction**. The Gound Lease and Development Agreement will set forth the terms and conditions of:
   i. Developer's obligation to renovate and sublease the Visual Arts Center and Barracks facility as defined in the project timeline.
   ii. Lease terms of the Property and management of the property
   iii. The timeline, in relation to the Developer's obligations for the City's infrastructure design and implementation.
   iv. The community benefit requirements that are required of the developer to remain in compliance with the Agreement.

B. **Project Requirements.**

Project Overview: Developer's renovation of the Visual Arts Center will be completed in three separate phases, with the implementation of the Midtown Arts and Design Alliance non-profit organizations entering the site following each phase completion.

- "Phase 1" consists of the renovation of the Tipton Lecture Hall and The Marion Center for the Photographic Arts including heating, ventilation, and air conditioning (HVAC) systems and configuration necessary for Phase 1 tenants.
- "Phase 2" will include the renovation of Tishman Hall, inclusive of the Thaw Art History Center; this renovation will encompass plumbing, heating, ventilation, and air conditioning systems (HVAC), stucco repairs, re-roofing, and mold remediation as necessary.
- "Phase 3" consists of the remediation and renovation of the last remaining Barracks from the Brunn's Army Hospital, this will include new construction and site work.

Financial Security & Ground Control: Developer has the right and intends to complete all phases of the project as defined but will not take ground control of each additional Phase until said Phase reaches 100% financing. In addition to Quarterly Construction Reporting requirements, the

developer must submit an updated Development Budget to the MRA Director with each expansion notice, and an update Operating Budget following the completion of Phase 1.

C. **Community Benefits.**

Community Development Program requirements. The Project and all other developments at Midtown Site are required to comply with the requirements of the Midtown Community Development Plan including without limitation, by implementing or causing to be implemented the Community Development Plan Requirements as a component of the Project

Environmental and Energy Design Requirements. Developer shall comply with Environmental and Energy Design Requirements including LEED Requirements, Photovoltaic requirements, and Stormwater Management as outlined in 10.2.

Tenant/Use Requirements. Operation of the project by the Developer is limited to for-rent retail, commercial and office space available for sublease only to tenants comprising local artists, art, design, creativity, culture, multi-media, technology, and arts-related organizations and industries, and Persons whose primary business or mission is complementary, tenants must be deemed "Qualifying Sublease" under section 10.3.2.

Target Lease Goal. Developer shall use commercially reasonable efforts to sublease approximately 75% of the available leasable space within the Property ("Target Lease Goal") to entities and persons whose organization or business is identified per 10.3.1, who are non-profits or who have a non-profit fiscal sponsorship.

Leasing Requirements. Developer shall use best faith and commercially reasonable efforts to coordinate with the City's Office of Economic Development, community organizations and/or civic organizations to market and promote or to otherwise utilize the available and offered services of such organizations, for the purpose of disseminating information regarding available rentable space at the Project.

D. **Default Remedies.** If Developer defaults in its performance of any obligation under the agreement beyond applicable notice and cure periods, in addition to other remedies available to the City, the City will have the right to terminate the Agreement, upon which the city may retake possession of the Property.
E. **Assignment or Transfer.** The Developer may not sell, transfer, convey, or otherwise dispose of this property as bound by the lease voluntarily or involuntarily without the written consent of the City.

ATTACHMENTS:
Bill)
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-6

INTRODUCED BY:

Mayor Michael Garcia

Councilor Pilar Faulkner

Councilor Jamie Cassutt

A BILL

APPROVING THE GROUND LEASE AND DEVELOPMENT AGREEMENT OF A CITY-OWNED BUILDING, THE MIDTOWN VISUAL ARTS CENTER, WITH MIDTOWN ARTS AND DESIGN ALLIANCE, LLC.

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

Section 1. The City of Santa Fe ("City") hereby approves the lease and development of the Midtown Visual Arts Center and further described in Attachment A, to Midtown Arts and Design Alliance, LCC ("Developer"), with the terms described in Section 3 below.

Section 2. Terms of the Ground Lease and Development:

A. Property to be Leased. The City agrees to lease the Midtown Visual Arts Center in the City and County of Santa Fe, New Mexico, being more particularly described as follows to-wit: the real property within the Midtown Site consisting of approximately 3.37 acres of land, together with the Buildings and other existing structures and improvements thereon and rights of ingress and egress appurtenant thereto ("Property"), more particularly described in Attachment A, Exhibit B-2, with the appraisal of the Property included as Attachment B.

underscored material = new [~~bracketed material~~] = delete

B. The purpose of the municipality entering into the ground lease and development agreement. The City issued a request for proposals for the redevelopment of the Midtown Visual Arts Center and Santa Fe Art Institute ("SFAI") responded to that request. The City and SFAI entered into an Exclusive Negotiation Agreement on September 5, 2023, which was extended on December 19, 2024. On August 31, 2023, SFAI created a separate entity, the Midtown Arts and Design Alliance to be the Developer of this project. Pursuant to this ordinance these parties enter into the attached Ground Lease and Development Agreement (Attachment A).

C. Initial Payment and Rent. On the Effective Date, the Developer shall deposit $10,000 with the City to be held by the City until the construction commencement date of the Improvements of Phase 1, at which time the City shall disburse the $10,000 deposit to the Developer. The City acknowledges and agrees that the value of the Developer's performance of the obligations prescribed and agreed to in Attachment A. The City acknowledges receipt of the sum of One Dollar ($1.00) from the Developer for a term of ten (10) years with the option to renew four (4) times.

D. Development of Property. The Developer shall design, finance, develop, construct, operate and manage the project in accordance with the Final Development Plans and Applicable Rules. The Developer shall be responsible, at its sole cost and expense, for the entitlement, development, construction and improvement, management, and operation of the project.

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

Section 4. This Ordinance shall become effective forty-five (45) days after its adoption, unless a referendum election is held pursuant to NMSA 1978, Section 3-54-1.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Apr 24, 2026 14:12:54 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Bill/Approving Ground Lease of City-Owned Buildings at Midtown

ATTACHMENT A

Recording Requested By,
And When Recorded Return To:

CITY OF SANTA FE
200 LINCOLN AVENUE
SANTA FE, NM 87501
ATTN: CITY ATTORNEY

GROUND LEASE AND DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF SANTA FE

AND

MIDTOWN ARTS AND DESIGN ALLIANCE LLC

Dated: _____, 20

ARTICLE 1 DEFINITIONS
ARTICLE 2 EFFECTIVE DATE; TERM OF AGREEMENT
2.1 Effective Date.
2.2 Recordation.
2.3 Initial Term.
2.4 First Extension Period.
2.5 Additional Extension Periods.
ARTICLE 3 GRANT OF LEASE; EXPANSION OF PROPERTY
3.1 Grant of Lease.
3.2 Expansion Options.
3.3 Surrender.
3.4 Furniture, Fixtures & Equipment.
3.5 No Warranties as to Property; As-Is.

ARTICLE 4 RENT
4.1 Rent
ARTICLE 5 CONDITIONS PRECEDENT TO EXPANSION AND CONSTRUCTION
5.1 Conditions Precedent
ARTICLE 6 DEVELOPMENT PROGRAM; DEVELOPER RESPONSIBILITIES
6.1 Developer Responsibilities
6.2 Development Program
6.3 Development Plans
6.4 Governmental Authorities
6.5 Construction Approvals; Construction of Improvements.
6.6 Defects in Plans
6.7 Cooperation with the City
ARTICLE 7 DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS
7.1 Developer's Representations
ARTICLE 8 DEVELOPER IMPROVEMENTS; PHASES OF DEVELOPMENT PROGRAM
8.1 Construction Standard
8.2 Site Restoration
ARTICLE 9 CITY WORK; COORDINATION
9.1 Right of Way Improvements
9.2 Midtown Gas Loop
ARTICLE 10 COMMUNITY BENEFITS
10.1 Community Development Program Requirements
10.2 Environmental and Energy Design Requirements
10.3 Tenant/Use Requirements
10.4 Target Lease Goal
10.5 Leasing Requirements
10.6 Midtown District Assessments
10.7 Building Names
ARTICLE 11 MAINTENANCE AND REPAIR OF PROPERTY; UTILITIES
11.1 Maintenance and Repair
11.2 Damage
11.3 Utilities
ARTICLE 12 RELEASE & INDEMNIFICATION]
12.1 Release
12.2 General Indemnity
12.3 Environmental Indemnity
12.4 Survival
ARTICLE 13 INSURANCE
13.1 Workers' Compensation.
13.2 General Liability Insurance.

13.3 Automobile Liability Insurance.
13.4 Course of Construction/Builder's Risk Insurance.
13.5 Professional Liability.
13.6 Property Insurance.
13.7 Umbrella or Excess Liability Coverage
13.8 Subcontractor Insurance.
13.9 Provisions Applicable to All Insurance Requirements.
13.10 Sublease Insurance Requirements
ARTICLE 14 CASUALTY; CONDEMNATION
14.1 Casualty
14.2 Condemnation
ARTICLE 15 ASSIGNMENT; TRANSFER; SUBLEASE
15.1 Assignment; Transfer
15.2 Sublease
15.3 Permitted Transfer
ARTICLE 16 LEASEHOLD MORTGAGE
16.1 Leasehold Mortgage
16.2 Notice of Leasehold Mortgage
16.3 Developer Default of Leasehold Mortgage
16.4 Leasehold Mortgagee's Right to Cure a Default
16.5 Notice Mortgage's Right to Attorn
16.6 Notice Mortgage Limitation Liability
16.7 Prohibition Against Mutual Recission
16.8 Assumption of Obligations
16.9 No Liability; Indemnity
16.10 Bankruptcy
ARTICLE 17 CITY FINANCING
ARTICLE 18 LIENS
ARTICLE 19 REPORTING REQUIREMENTS
19.1 Reporting Requirements
19.2 Audits and Inspections
19.3 IPRA Compliance
ARTICLE 20 DEFAULT AND REMEDIES
20.1 Default by Developer
20.2 Remedies
20.3 Liquidated Damages
20.4 Event of Default by the City
20.5 Holdover.
20.6 Rights and Remedies Cumulative
20.7 Waiver
ARTICLE 20 GENERAL PROVISIONS
21.1 Compliance with Laws
21.2 Discrimination Prohibited
21.3 Recordation

21.4 Covenants Running With the Land
21.5 Notices
21.6 Relationship Between Parties
21.7 No Third-Party Rights
21.8 Counterparts
21.9 Exhibits; Ancillary Documents
21.10 Time of Essence
21.11 Computation of Time
21.12 Effect and Duration of Agreement Provisions
21.13 Force Majeure
21.14 Severability
21.15 Interpretation
21.16 Sections
21.17 Gender, Singular/Plural
21.18 Headings and Captions
21.19 Further Assurances
21.20 Waiver
21.21 Modifications; City Approval
21.22 Legal Advice
21.23 Non-Liability of Officials and Employees of the City
21.24 New Mexico Tort Claims Act
21.25 Governing Law
21.26 Legal Proceedings; Attorneys' Fees and Costs
21.27 Waiver of Jury Trial
21.28 Approval Required
21.29 Appropriations
21.30 No Pecuniary Liability of City
21.31 Officials, Agents and Employees Not Personally Liable
21.32 No Collusion
21.33 Public Records
21.34 Governmental Right and Powers
21.35 Survival

EXHIBITS

Exhibit A Depiction of Midtown Site
Exhibit B Legal Description of Property
Exhibit C Organizational Structure and Control Parties
Exhibit D LEED Requirements
Exhibit E Form of Bond
Exhibit F MADA FF&E & Inventory List
Exhibit G Predesign Report & Development Program
Exhibit H Construction Timeline

Exhibit I	Sublease Insurance Requirements
Exhibit J	Depiction of Midtown ROW Improvements
Exhibit K	Initial Partner Programming
Exhibit L	Form of Assignment of Plans
Exhibit M	Form of Report
Exhibit N	Restrictive Covenant for Qualifying Project within the Midtown Local Innovation Corridor

GROUND LEASE AND DEVELOPMENT AGREEMENT

THIS GROUND LEASE AND DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into by and between the **CITY OF SANTA FE**, a charter municipality organized under the laws of the State of New Mexico (the "**City**"), and **MIDTOWN ARTS AND DESIGN ALLIANCE LLC**, a New Mexico limited liability company ("**Developer**"), effective as of the Effective Date (defined below). The City and Developer are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**."

RECITALS

A. The City owns the real property and improvements consisting of approximately 60 acres generally located within the block defined by Cerrillos Road, St. Michaels Drive, Llano Street, Siringo Road, and Camino Carlos Rey in the City of Santa Fe, County of Santa Fe, State of New Mexico, as generally depicted in the Midtown Site Plan attached as **Exhibit A** hereto (the "**Midtown Site**").

B. By Resolution No. 2022-68, approved on November 30, 2022, the governing body of the City (the "**Governing Body**") adopted the Midtown Master Plan (the "**Master Plan**"), which, together with the Midtown Community Development Plan adopted on January 25, 2023 by Resolution No. 2023-5 (the "**Community Development Plan**"), sets forth the City's vision for development of the Midtown Site and establishes certain form-based zoning standards and certain other standards and policies for the future redevelopment of the Midtown Site as a sustainable, pedestrian-friendly, mixed-use neighborhood that provides employment and housing opportunities, improved mobility options, and access to recreation, public spaces, and cultural venues.

C. On August 9, 2023, the Governing Body, by Ordinance No. 2023-21, revised the City of Santa Fe metropolitan redevelopment code (the "**City Redevelopment Code**"), under which the Governing Body updated its ordinance establishing a metropolitan redevelopment agency (the "**MRA**"), comprised of the commission of the MRA (the "**MRA Commission**"), the director of the MRA ("**MRA Director**"), and staff, as the official body for making advisory recommendations to the Governing Body, at such time as the Governing Body approves the redevelopment plan recommended by the MRA Commission, and for taking certain actions delegated to the MRA pursuant to the City Redevelopment Code and the authority provided pursuant to this Agreement.

D. On December 1, 2022, the City issued a Solicitation Request for Proposals: Redevelopment of the Midtown Visual Arts Center, #23/17/P (the "**RFP**"), to, among other things, develop and operate an arts hub that includes arts and cultural organizations and activities, technology and design businesses, within the portion of the Midtown Site depicted on **Exhibit A** (the "**Project Site**") with a goal of strengthening local arts and culture, integrated with technology and multimedia design, and stabilizing the richness of Santa Fe's historic communities (collectively, the "**Stated Objective**"), as more specifically set forth in the RFP.

E. On March 1, 2023, Santa Fe Art Institute, a New Mexico nonprofit corporation ("**SFAI**"), submitted a Technical Proposal, dated February 25, 2023 (the "**Response**"), for the development of the Project Site (the "**Proposed Project**"). The City established an Evaluation Committee to review and evaluate the Response. Based on the RFP, Response, Request for Clarification responses dated March 15, 2023, and an oral presentation on April 11, 2023, the Evaluation Committee determined that SFAI had the experience, qualifications, and capacity to implement the scope of work and achieve the vision and goals articulated in the RFP.

F. The City and SFAI entered into the Exclusive Negotiation Agreement approved by the Governing Body on [September 5], 2023, which was extended on [December 19, 2024] (collectively, the "**ENA**"), for the redevelopment of the Project Site. The ENA included, among other things, that the City and SFAI would negotiate and enter into a disposition and development agreement setting forth the terms, requirements and conditions for the development and operation of the Project Site.

G. On August 31, 2023, SFAI, as organizer, filed with the New Mexico Secretary of State the Articles of Organization of Developer. Developer now desires to enter into this Agreement with the City to carry-out the obligations of Developer hereunder.

H. Developer has completed all predevelopment activities and has submitted all Deliverables as defined in the ENA for the entire Proposed Project.

I Pursuant to the terms of this Agreement, Developer will develop the Project Site in three phases. Each development phase is referred to herein as "**Phase 1**", "**Phase 2**" and "**Phase 3**," respectively, and individually as a "**Phase**" and collectively as "**Phases**". It is Developer's intent to develop all three Phases, subject to securing adequate financing.

J. Pursuant to the terms of this Agreement, Developer will lease the Project Site in three phases. The real property depicted on **Exhibit B-1** and legally described on **Exhibit B-2**, together with all improvements now existing or hereinafter constructed thereon, are referred to herein as the "**Phase 1 Property**", "**Phase 2 Property**" and "**Phase 3 Property**".

K. This Agreement sets forth the terms, conditions, covenants and obligations concerning Developer's lease, redevelopment, operation and sublease of the Property.

L. The City is authorized, pursuant to the City Code (defined below), to enter into a binding disposition and development agreement for the lease, redevelopment, and operation of the Project Site.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree that the foregoing recitals are true and correct and incorporated herein and as follows:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1 "**ADA**" is defined in Section 20.1.

1.2 "**Adjacent Improvements**" means the Midtown ROW Improvements and all other streets, curbs, gutters, sidewalks, streetlights, underground utilities, walls, landscaping and irrigation improvements, irrigation ditches, and all entry, parking and paving facilities, as well as any other improvements not owned by Developer.

1.3 "**Adjacent Land**" includes any adjacent or nearby land, including land owned or maintained by the third parties, governmental entities, utility companies or the City, and any Adjacent Improvements located on the Adjacent Land.

1.4 "**Affiliate**" means any Person (as defined below) which Controls, is Controlled by, or is under common Control with Developer.

1.5 "**Agreement**" is defined in the introductory paragraph.

1.6 "**Applicable Rules**" means, collectively, the provisions of this Agreement and the then-current versions of the following: (a) the City Code, including, but not limited to, the Midtown Local Innovation Corridor District adopted by the Governing Body on October 26, 2016 pursuant to Ordinance No. 2016-39, and all other rules, regulations, ordinances and officially adopted policies of the City; (b) the Master Plan, the Community Development Plan and the Plats, in each case as may be amended pursuant to the City Code and this Agreement; and (c) any and all applicable local, state and federal laws, rules and regulations affecting the Property or otherwise applicable to the Parties. Subject to applicable laws, in the event of a conflict among the Applicable Rules, the more specific standard, limitation or requirement shall govern or prevail to the extent of the conflict. Specifically, the Midtown Master Plan, as amended, shall prevail over any conflicting Applicable Rules. If neither standard is more specific, then the more stringent standard, limitation or requirement shall govern or prevail to the extent of the conflict unless otherwise specified by applicable laws.

1.7 "**Approval Notice**" is defined in Section 6.3.

1.8 "**Approvals**" is defined in Section 6.1.5.

1.9 "**Buildings**" means individually and collectively, the buildings located on the Phase 1 Property commonly known as the Marion Building and the Tipton Building, the buildings located on the Phase 2 Property commonly known as the Tishman Building, and the buildings located on the Phase 3 Property commonly known as Barracks, together with all other buildings and permanent structures located on the Property.

1.10 "**Business Day**" means Monday through Friday and specifically excludes Federal, State, and City holidays and any additional days on which City offices are closed (other than essential services).

1.11 "**City**" is defined in the introductory paragraph.

1.12 "**City Code**" means The Santa Fe City Code of 1987, as amended from time-to-time.

1.13 "**City Manager**" means the person who is described by SFCC, sec. 2-4.

1.14 "**City Parties**" is defined in Section 6.6.

1.15 "**City Redevelopment Code**" is defined in Recital C above.

1.16 "**Claims**" is defined in Section 12.2.

1.17 "**Community Benefit Requirements**" is defined in Section 10.1.

1.18 "**Community Development Plan**" is defined in Recital B above.

1.19 "**Construction Activities**" is defined in Section 11.1.

1.20 "**Construction Commencement**" or "**Commence Construction**" means, with respect to the construction of the applicable Improvements for any Phase, such time as (a) all Approvals required by any Governmental Authorities under the Applicable Rules have been issued for such Phase, including payment of the required fees and the provision of required bonds, and (b) Developer commences work or activities related to the demolition, site work or other construction work on the Property for such Phase.

1.21 "**Construction Commencement Date**" is defined in Section 6.5.2

1.22 "**Control**" or "**Controlling**" (or any similar form thereof) means, when used with respect to any specified Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through delegated management authority, an election process or ownership interests, by contract or otherwise.

1.23 "**Developer**" is the Midtown Arts and Design Alliance, LLC, or its assignee, as provided for in Sections 15.1 and 15.3.

1.24 "**Developer Parties**" is defined in Section 11.1.

1.25 "**Developer's Parent**" means Santa Fe Art Institute, a New Mexico nonprofit corporation, as the sole member of Developer.

1.26 "**Development Timeline**" is defined in Section 6.2.1.

1.27 "**Disputes**" is defined in Section 20.26.

1.28 "**Effective Date**" is defined in Section 2.1.

1.29 "**Environmental Laws**" means all federal, state and local environmental, health and safety statutes, as may from time to time be in effect, including but not limited to federal laws such as, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9602 *et seq*., the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601(20)(D), the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 *et seq*., the Federal Water Pollution Control Act, as amended by the Clean Water Act Amendments of 1977, 33 U.S.C. §§ 1251 *et seq*. (CWA), the Clean Air Act of 1966, as amended, 42 U.S.C. §§ 7401 *et seq*., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 *et seq*., the Occupational Safety and Health Act, 29 U.S.C. §§ 651 *et seq*., the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq*., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq*., and any and all federal, state and local rules, regulations, authorizations, judgments, decrees, court decisions, concessions, grants, franchises, agreements, orders and other governmental restrictions and other agreements relating to the environment or to any Pollutants, as may from time to time be in effect.

1.30 "**Event of Default**" is defined in Section 19.1.

1.31 "**Exclusive Negotiation Agreement, ENA**" is defined in Recital F above.

1.32 "**Final Completion**" means, with respect to the applicable Phase, such time as (a) the Improvements for such Phase have been completed in accordance with the Final Development Plans and the Applicable Rules, subject only to minor punch list items (i.e., items that, individually and in the aggregate, do not and will not prohibit, delay or adversely affect, under the Applicable Rules, the commencement and continued operation of business for the permitted use and can be corrected and completed within 60 days after identification), and if applicable, any land dedications required to be made and accepted by the City in accordance with the Applicable Rules, (b) a final or temporary certificate of occupancy (or its equivalent as the context requires) for all components of the applicable Improvements has been issued, (c) Developer has obtained all required approvals, permits, licenses, and certificates of any Governmental Authorities required under the Applicable Rules for the lawful occupancy and use of the applicable Improvements and applicable portion of the Property for its intended purpose, (d) the Developer has completed all obligations and liabilities of Developer set forth in this Agreement with respect to the Improvements for the applicable Phase to the City Manager's satisfaction, and (e) Developer has hosted a ribbon cutting ceremony in coordination with the City.

1.33 "**Final Completion Date**" means the date Developer achieves Final Completion of the Improvements with the applicable Phase.

1.34 "**Final Development Plans**" is defined in Section 6.3.2.

1.35 "**Financial Statements**" is defined in Section 19.1.4.

1.36 "Fiscal Sponsorship" means a partnership where a larger, established 501(c)(3) nonprofit (the fiscal sponsor) lends its tax-exempt status and administrative resources to smaller charitable projects, allowing them to receive grants and tax-deductible donations without forming their own corporation.

1.37 "**Force Majeure Event**" is defined in Section 20.13.

1.38 "**Gas Loop Declaration**" is defined in Section 9.2.

1.39 "G**as Loop Regulations**" is defined in Section 9.2.

1.40 "**Governance Documents**" is defined in Section 7.1.4.

1.41 "**Governing Body**" is defined in Recital B above.

1.42 "**Governmental Authorities**" means any and all federal, state, county, city, town, other municipal corporation, governmental or quasi-governmental board, agency, authority, department or body having jurisdiction over the Project.

1.43 "**Improvements**" means, individually or collectively, as applicable, the Quasi-Public Improvements for Phase 1, Phase 2 and Phase 3, or the applicable portion thereof.

1.44 "**IPRA**" means the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978).

1.45 "**Liabilities**" is defined in Section 6.6.

1.46 "**Lien**" is defined in Article 18.

1.47 "**Master Plan**" is defined in Recital B above.

1.48 "**Midtown Gas Loop**" is defined in Section 9.2.

1.49 "**Midtown ROW Improvements**" is defined in Section 9.1.

1.50 "**Midtown Site**" is defined in Recital A above.

1.51 "**MRA-Approved Development Plans**" is defined in Section 6.3.1.

1.52 "**MRA**" is defined in Recital C above.

1.53 "**MRA Director**" is defined in Recital C above.

1.54 "**Official Records**" means the Clerk's Office of Santa Fe County, New Mexico.

1.55 "**Party**" and "**Parties**" are defined in the introductory paragraph.

1.56 "**Person**" means any individual, partnership, corporation, limited liability company, trust, estate, other legal entity or Governmental Authorities.

1.57 "**Phase**" is defined in Recital H above.

1.58 "**Phase 1**", "**Phase 2**", and "**Phase 3**" are defined in Recital H above.

1.59 "**Plans and Specifications**" means collectively any and all plans, site plans, specifications, architectural drawings, renderings, plans, plats, agreements, contracts, permits, certificates, entitlements and approvals, reports, assessments, studies, and surveys relating to the Property.

1.60 "**Plats**" means (i) the Lot Split to create TRACTS P-1a and P-1b of EXISTING TRACT P-1 within Projected Section 34, T.17N., R.9E, N.M.P.M., Midtown Site, Santa Fe County, New Mexico November 2024, recorded in the Official Records on February 12, 2025 as Instrument No. 2052666, and (ii) the Lot Split to create TRACTS K-1a and K-1b PLAT OF EXISTING TRACT K-1, within Projected Section 34, T.17N., R.9E, N.M.P.M., Midtown Site, Santa Fe County, New Mexico November 2024, recorded in the Official Records on February 12, 2025 as Instrument No. 2052669.

1.61 "**Pollutant**" means any material, waste or substance that is now or may become regulated or governed by any Environmental Laws, or the presence of which requires investigation under any Environmental Laws, or any flammable, explosive, corrosive, reactive, carcinogenic, radioactive material, hazardous waste, toxic substance or related material and any other substance or material defined or designated as a hazardous or toxic substance, material or waste by any Environmental Laws.

1.62 "**Preliminary Development Plans**" means a preliminary development plan, as such term is used in Chapter 14 of the City Code, that includes a detailed development program with square footage of building area, space types, and uses, and any requirements therefor set forth in the Master Plan and Community Development Plan.

1.63 "**Prohibited Person**" means any of the following: (a) a Person that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "**Executive Order**"); (b) a Person owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a Person that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website, https://ofac.treasury.gov/sanctions-list-service; (d) a Person that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a Person that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

1.64 "**Project**" means the Proposed Project, as developed and operated by Developer pursuant to the terms of this Agreement, including, but not limited to Developer's obligations under Article 8 and Article 10.

1.65 "**Project Standards**" means the general standards of quality for construction, including all materials used therein, maintenance, operations, security and other activities applicable to the Project's use, in a first-class manner consistent with reputable business standards and practices typical of similar projects within the Santa Fe metropolitan area.

1.66 "**Property**" means the real property within the Midtown Site consisting of approximately 3.37 acres of land, together with the Buildings and other existing structures and improvements thereon and rights of ingress and egress appurtenant thereto, generally depicted on **Exhibit B-1** and more particularly described on **Exhibit B-2**.

1.67 "**Proposed Project**" is defined in Recital E above.

1.68 "**Quarterly Construction Report**" is defined in Section 19.1.1.

1.69 "**Report**" is defined in Section 19.1.1.

1.70 "**RFP**" is defined in Recital D above.

1.71 "**SFAI**" is defined in Recital E above.

1.72 "**Substantial Completion Deadline**" means, with respect to each Phase, the 'End' date set forth in the Construction Timeline for the construction period of such Phase, provided that the "Substantial Completion Deadline" shall be extended by one day for each day during which a properly declared Force Majeure Event remains ongoing.

1.73 "**Term**" means collectively, all Extension Terms , together with the Initial Term.

1.74 "**Termination Event**" is defined in Section 20.2.1(a).

1.75 "**TIF District**" is defined in Section 10.6.

1.76 "**Transfer**" is defined in Section 15.1.

1.77 "**Utilities**" is defined in Section 11.3.

ARTICLE 2
EFFECTIVE DATE; TERM OF AGREEMENT

2.1 Effective Date.

This Agreement shall become effective on the date that is 45 days after the Governing Body adopts an ordinance approving this Agreement (the "**Effective Date**"); provided, however, if a referendum

election is held, as required by Section 3-54-1, NMSA 1978, the Effective Date shall be suspended pending the outcome of the referendum election. If the results of the election are in favor of this Agreement, the Effective Date will commence on the date of the certification of a favorable election. If the referendum election results are against this Agreement, this Agreement shall be immediately null and void.

2.2 Recordation.

Promptly after the Effective Date, the City shall record an executed original of this Agreement in the Official Records. All amendments, transfers, and assignments hereto must be in writing signed by the appropriate officers of the City and Developer in a form suitable for recordation in the Official Records.

2.3 Initial Term.

The initial term of this Agreement (the "**Initial Term**") shall be 10 years, commencing at 12:00 p.m. Mountain Time on the Effective Date and ending at 11:59 a.m. Mountain Time on the 10th anniversary of the Effective Date (the "**Expiration Date**"), unless earlier terminated in accordance with the terms and conditions hereof.

2.4 First Extension Period.

Provided (a) this Agreement has not been earlier terminated or canceled, and (b) no uncured Event of Default or other event exists that, but for the passage of time or the giving of notice, would constitute an Event of Default, the Initial Term shall automatically extend for an additional 10-year period (the "**First Extension Period**").

2.5 Additional Extension Periods.

Provided (a) this Agreement has not been earlier terminated or canceled, and (b) no uncured Event of Default or other event exists that, but for the passage of time or the giving of notice, would constitute an Event of Default, each Extension Term shall be automatically extended for three consecutive periods of ten years each (each, an "**Extension Term**"), and Developer must provide the City notice of each exercised extension term. If Developer elects not to extend the then-current Term for an Extension Term, Developer must deliver written notice to the City not less than 12 months but not sooner than 18 months prior to the expiration date of the then-current Term. This Agreement shall be extended for the length of the applicable Extension Term on the same terms, conditions and covenants set forth in this Agreement, except that after the third Extension Term, any extension of this Agreement will require the approval of the Governing Body.

ARTICLE 3
GRANT OF LEASE; EXPANSION OF PROPERTY

3.1 Grant of Lease.

Subject to the terms and conditions set forth in this Agreement, the City hereby leases to Developer, and Developer leases from the City, for the Term, the Property located in the City and County of Santa Fe, New Mexico, and more particularly described on **Exhibit B-2**.

3.2 Expansion Options.

3.2.1 Subject to the terms and conditions of this Agreement, Developer intends to and has the option, but not the obligation, to expand the leased Property (each, an "**Expansion Option**") to include the Phase 2 Property and the Phase 3 Property (each, an "**Expansion Property**") under the terms of this Section 3.2. If Developer desires to exercise an Expansion Option, Developer shall, [at least 30 days before the 'End' date specified in the Construction Timeline for '100% Funding' for the applicable Phase (each, an "**Expansion Deadline)]**, deliver written notice to the City of its exercise of an Expansion Option and the Expansion Property to be included as part of the Property (each, an "**Expansion Notice**"). If Developer does not deliver an Expansion Notice for the Phase 2 Property or Phase 3 Property by the applicable Expansion Deadline, Developer shall have no further Expansion Options to expand the Property and this Section 3.2 shall be of no further force or effect.

3.2.2 Provided that this Agreement has not been earlier terminated and Developer has satisfied and in compliance with each of the Conditions Precedent, Developer and the City shall execute and record in the real property records of the Clerk's Office of Santa Fe County, New Mexico (the "**Official Records**") an amendment to this Agreement (each, an "**Expansion Amendment**"), to be effective upon recordation (as applicable, the "**Expansion Effective Date**"), that replaces the then-existing legal description attached hereto as **Exhibit B-2** (the "**Pre-Expansion Property**") with a legal description that contains the Pre-Expansion Property *and* the applicable Expansion Property. From and after each Expansion Effective Date, (a) all references in this Agreement to the "Property" shall refer to and include the Pre-Expansion Property and the applicable Expansion Property, (b) all references in this Agreement to the "Buildings" shall refer to and include the Buildings located on Pre-Expansion Property and the applicable Expansion Property, (c) Developer's lease of the Property, on and subject to the terms and conditions this Agreement, shall apply to the Pre-Expansion Property and the applicable Expansion Property, except that Developer's Expansion Option for the Expansion Property made a part of the "Property" pursuant to the applicable Expansion Amendment shall be deemed exercised and of no further force or effect, and (d) the term of this Agreement with respect to any Expansion Property added to the Property shall commence at 12:00 p.m. Mountain Time on such Expansion Effective Date and expire at 11:59 a.m. Mountain Time on the Expiration Date, unless earlier terminated in accordance with the terms and conditions hereof.

3.2.3 The City shall deliver possession of the applicable Expansion Property within 90 days following the applicable Expansion Notice, unless it is unable to do so due to a Force Majeure Event in which case the City shall deliver possession of the applicable Expansion Property as soon as reasonably possible.

3.3 Surrender.

Upon the expiration or earlier termination of this Agreement, Developer shall peaceably and quietly leave, surrender and deliver such Property to the City, together with all alterations, changes, additions and improvements located thereon, all of the foregoing to be surrendered in good and sufficient repair, order and condition, reasonable use, wear and tear excepted, and free of liens and occupants. Notwithstanding the foregoing, on or prior to the expiration or earlier termination of this Agreement, Developer shall have the right to remove any and all personal property of Developer. Developer shall pay for the cost to repair or remedy any damage caused by Developer's removal of any such personal property, providing that no item may be removed if its removal would impair the structural integrity of any Building or any part thereof. All personal property not so removed shall be deemed abandoned and may either be retained by the City as its property or disposed of, without accountability, in such manner as the City may see fit.

3.4 Furniture, Fixtures & Equipment.

The City hereby acknowledges the accuracy of all existing furniture, fixtures and equipment on the Property as set forth on **Exhibit F**. At least 90 days prior to Construction Commencement for Phase I the Developer and the City will meet on the Property to review the furniture, fixtures and equipment and prepare a mutually agreed upon inventory of the furniture, fixtures and equipment that is to stay with the Property (the "**City FF&E**") and a separate inventory that can be removed by the Developer ("Non-City FF&E"). The City FF&E shall remain the property of the City. Developer shall maintain the City FF&E in good order and repair and provide insurance coverage for the City FF&E. All other furniture, fixtures and equipment listed on Exhibit F (Non-City FF&E) shall be conveyed by the City to the Developer pursuant to a Bill of Sale. The City Manager is authorized to execute this aforementioned Bill of Sale. The Developer may utilize or dispose of such furniture, fixtures and equipment without further consent of the City. Library and art collections, which are not contained in Exhibit F, will remain the property of the City and the City will be responsible to move such items from the property prior to Construction Commencement for Phase 1.

3.5 No Warranties as to Property; As-Is.

Except as otherwise expressly provided in this Agreement, the Property, including any Expansion Property, is and shall be delivered by the City to Developer in "as-is" condition, with no warranty expressed or implied by the City, including without limitation, the presence of Pollutants, the existence of refuse, or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Property for the Project. Subject to the City's completion of the City Project Obligations set forth in Article 8, Developer (a) agrees to accept the Property, including any Expansion Property, in its condition and state of repair existing as of the applicable Expansion Effective Date and (b) understands and agrees that the City shall not be required to perform any work, supply any materials, or incur any expense to prepare such space for Developer's occupancy.

ARTICLE 4
RENT

4.1 Rent

4.1.1 *Initial Payment*. On the Effective Date, Developer shall deposit $10,000 with the City to be held by the City until the Construction Commencement Date of the Improvements for Phase 1, at which time the City shall disburse the $10,000 deposit to Developer. Notwithstanding the foregoing, if Developer fails to commence construction of the Improvements for Phase 1 by the Construction Commencement Date for Phase 1, such failure shall constitute an Event of Default pursuant to Section 20.1.1(d), and the City shall, in addition to its remedies under Section 20.2, be entitled to retain the Deposit.

4.1.2 *Rent*. The City acknowledges and agrees that the value of Developer's performance of the obligations prescribed and agreed to in this Agreement (including without limitation, the obligation to construct the Improvements is not less than the fair market value of the leasehold interest in the Property being leased by the City to Developer hereunder, and constitutes in-kind rent paid to the City in exchange for the leasehold interest being granted by this Agreement, rather than rent paid in cash (collectively, the "**In-Kind Rent**"). The City hereby acknowledges receipt of the sum of One Dollar ($1.00) from Developer, representing the full amount of cash rent due hereunder for the entire Term hereof, including any Extension Term(s) (the "**Cash Rent**", and together with the In-Kind Rent, collectively the "**Base Rent**").

4.1.3 *Costs*. In addition to the Base Rent, Developer will be required to pay all costs and expenses for the design, development, construction, operation, leasing, occupancy and use of the Property (collectively, "**Costs**"). Developer acknowledges and agrees that the City shall have no obligation to pay any such Costs. Developer shall pay prior to delinquency all such Costs without notice or demand by the City and without offset, counterclaim, abatement, suspension, deduction, or defense hereunder.

ARTICLE 5
CONDITIONS PRECEDENT TO EXPANSION AND CONSTRUCTION

5.1 Conditions Precedent

. Prior to the Construction Commencement Date for Phase 1 and each Expansion Effective Date, with respect to Phase 2 and Phase 3, as applicable, Developer shall have satisfied each of the following conditions precedent (the "**Conditions Precedent**"):

5.1.1 Developer shall provide to the City or its designee (a) such documentation as the City or its designee may reasonably require, including, without limitation, Developer's financial statements (i.e., balance sheet, a statement of income, and contingent obligations in each case prepared in accordance with generally accepted accounting principles, consistently applied (collectively, "**Financial Statements**"), (b) the total project construction budget for such Phase and evidence of capital and/or a legally binding, firm loan commitment made to Developer showing Developer has secured available funds in an amount sufficient to complete the applicable Improvements in accordance with the Final Development Plans for such Phase and cost of Improvements and (c) a cash bond or a bond from a surety licensed in the State of New Mexico, securing the performance of the applicable obligation hereunder in an amount equal to the Phase Project Costs, on a form substantially similar to the form of bond attached hereto as **Exhibit E** or otherwise substantially in the form required by the City under

then-current City standards (i.e., as of the date civil plans are approved for the applicable Improvements) (as applicable, a "**Bond**");

5.1.2 Developer is in compliance in all material respects with Developer's obligations under this Agreement, including without limitation, the Community Benefit Requirements;

5.1.3 All of Developer's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Construction Commencement Date or the Expansion Effective Date, as applicable, subject only to appropriate modifications permitted under this Agreement; and

5.1.4 No uncured Event of Default or other event exists that, but for the passage of time or the giving of notice, would constitute an Event of Default.

ARTICLE 6
DEVELOPMENT PROGRAM; DEVELOPER RESPONSIBILITIES

6.1 Developer Responsibilities

.Developer shall design, finance, develop, construct, operate and manage the Project in accordance with the [Final Development Plans] and the Applicable Rules. In connection with the foregoing, Developer shall be responsible, at its sole cost and expense, for the entitlement, development, construction and improvement, management, and operation of the Project, including without limitation:

6.1.1 Assembling and managing a Project team with the necessary expertise, experience, and capacity to design, finance, develop, construct, manage, and operate the Project.

6.1.2 Attending and/or facilitating, if required by the Applicable Rules, public forums, hearings, and briefings with relevant stakeholders, adjacent neighborhood associations, the Governing Body, elected officials, City agencies, and other organizations as required to obtain the final approvals and permits for the Project.

6.1.3 Designing and developing all Improvements related to the Project, except as otherwise provided in this Agreement.

6.1.4 Securing all financing for the Project, including pre-development costs, horizontal and vertical development costs, as applicable, and all construction costs, including all soft costs, off-site costs, and infrastructure costs (if any).

6.1.5 Preparing, processing and obtaining in a timely manner all required approvals, permits, licenses, and certificate(s) of any Governmental Authorities relating to the development and construction of the Project required under the Applicable Rules (collectively, as applicable, "**Approvals**"), per Exhibit N.

6.1.6 Constructing the Improvements in accordance with the Approvals, and in compliance with the Project Standards.

6.1.7 Maintaining, preserving and keeping the Project and Improvements in good repair and working order and in a safe condition, ordinary wear and tear excepted, and operating the Project in compliance with the Project Standards.

6.1.8 Operating the Project and implementing the Community Benefits in accordance with Article 10;

6.1.9 Paying all property taxes and other taxes, assessments and other impositions, as may be applicable, associated with the Project in accordance with this Agreement.

6.2 Development Program

6.2.1 Developer shall cause the performance of the work and the Final Completion of the construction and installation of the Improvements in three Phases pursuant to the requirements set forth in the Predesign Report and Development Program attached hereto as **Exhibit G**. Subject to delays caused by a Force Majeure Event, and subject to Developer obtaining adequate financing for the Development Program, Developer shall cause the design, development and construction of the Improvements to be completed according to the Development Timeline attached hereto as **Exhibit H** (the "**Development Timeline**"). Any changes in the Development Program, Exhibit G must be permitted uses per SFCC 14, Table 14-5.5-2 and shall be reported to the MRA Director.

6.2.2 Before pursuing Approvals for any Phase that contain material modifications to the plans and specifications set forth in the Development Program or the Development Timeline, Developer shall, at its sole cost and expense, deliver to the MRA Director a written request for modification (each, a "**Modification Request**") that describes in reasonable detail the requested modifications to the Development Program and/or Development Timeline and the reasoning or purpose therefor. The MRA Director shall review Developer's written request and, within 20 Business Days after its receipt, notify Developer in writing either of the MRA Director's approval of the Modification Request or of any comments or conditions reasonably required by the MRA Director. Developer shall revise the Development Program and/or Development Timeline to incorporate the MRA Director's reasonable comments and return the same to the MRA Director, in such form as the MRA Director reasonably requires, for further review, following which the review, comment and revision procedure detailed above shall continue until the MRA Director has approved the Modification Request. For purposes of this Section 6.2.2, the term "**material modifications**" means any change that would result in (i) the reduction of the target lease goal identified in the Development Program for any Phase by more than 5%, or (ii) the extension of the timeline for Final Completion of any Phase by more than 30 days in the aggregate. Notwithstanding the foregoing, any changes that would result in the reduction of the target lease goal per Article 10.4 identified in the Development Program for any Phase by more than 10%, or the extension of the timeline for Final Completion of any Phase by more than 90 days in the aggregate, will require the approval of the City Manager.

6.3 Development Plans

.

6.3.1 At least 30 days before Developer submits its application to the applicable Governmental Authorities for development plan and/or building permit approval for a Phase or phases, Developer shall deliver to the MRA Director its Preliminary Development Plans for each such Phase. Developer may also submit the Preliminary Development Plan for all phases together. The Preliminary Development Plans shall be in a format customarily acceptable to the City of Santa Fe Planning and Land Use Department. The MRA Director shall review each set of Preliminary Development Plans for consistency with the Development Program and the Development Timeline, and shall, within 15 Business Days after its receipt, notify Developer in writing of its approval or disapproval thereof (respectively, as applicable, the "**Approval Notice**" or "**Disapproval Notice**"). Any Disapproval Notice shall identify each inconsistency with the Development Program or Development Timeline on which the disapproval is based. If the MRA Director delivers a Disapproval Notice, Developer shall revise the applicable Preliminary Development Plans accordingly and deliver the Preliminary Development Plans, as revised, to the MRA Director for further review, following which the Approval Notice or Disapproval Notice and revision procedure detailed above shall continue until the MRA Director has delivered an Approval Notice with respect to the applicable Preliminary Development Plans (the "**MRA-Approved Development Plans**").

6.3.2 For each Phase, Developer will submit and provide to the applicable Governmental Authorities the applicable MRA-Approved Development Plans and all necessary applications, plans, reports, and documents required by Chapter 14 of the City Code for Developer's receipt of the Approvals. Any revisions to the MRA-Approved Development Plans required for approvals by the applicable Governmental Authorities in connection with the design or construction of the improvements shall be incorporated into and made a part of the MRA-Approved Development Plans, without further approval of the MRA Director being required, and no further reviews or approvals by the MRA Director shall be required with respect to any Phase following Developer's receipt of the MRA Director's Approval Notice for such Phase. The final MRA-Approved Development Plans, as revised and approved by all applicable Governmental Authorities, may be referred to herein as the "**Final Development Plans**."

6.3.3 Developer may, subject to the MRA Director's prior written approval, submit component (i.e., separate) Preliminary Development Plans for each Building or parcel within a Phase, and not all components of the Phase must be completed or reviewed simultaneously, so long as submissions for all components of a Phase have been made at least 45 days prior to the 'Start' date specified in the Development Timeline for the 'Final Development Plan Approval' of such Phase.

6.4 Governmental Authorities

. Developer acknowledges that Chapter 14 of the City Code sets forth certain review and approval requirements applicable to the Improvements which are not within the jurisdiction or authority of the State of New Mexico Construction Industries Division (the "**State CID**") pursuant to the Construction Industries Licensing Act, Chapter 60, Article 13, NMSA 1978 and Chapter 5, Title 14, N.M. Admin Code, including but not limited to zoning compliance and compliance with City Code provisions applicable to grading, landscaping, lighting, pedestrian and vehicular circulation, parking,

infrastructure serving the site, and open space. Developer shall complete the City review and approval process for each of the foregoing matters. Prior to submission of any application to the State CID for building permits in connection with the construction of the Improvements, Developer shall obtain a letter from the City Planning and Land Use Department confirming that the Final Development Plans comply with said regulations, and Developer acknowledges that Developer is not entitled to commence construction of the Improvements until Developer has obtained such letter.

6.5 Construction Approvals; Construction of Improvements.

6.5.1 *Building Permit Submission Date*. Developer shall submit for building permits and all other Approvals for the Improvements for each Phase no later than 30 days after the approval of the MRA-Approved Development Plans by all applicable Governmental Authorities (with respect to each Phase, the "**Building Permit Submission Date**") or when the Developer obtains 100% of its financing for the phase to be developed, whichever is later.

6.5.2 *Commencement of Construction*. Developer shall Commence Construction for each Phase within 45 days after Developer achieves 100% financing for said Phase (or any component thereof), but Phase 1 construction must commence no later than 18 months after "Effective Date." Developer may, subject to the prior written approval of MRA Director, commence construction for components of a Phase at different times. The date on which Developer is obligated to commence construction with respect to the first building permit obtained for the applicable Phase is referred to herein as the "**Construction Commencement Date**." Developer shall notify City upon achieving 100% financing for each Phase.

6.5.3 *Completion of Construction*. Developer shall provide a critical path schedule showing construction milestones and completion date, prior to commencing construction. Developer shall provide quarterly updates on progress and completion according to the critical path schedule. Developer shall achieve substantial completion of the Improvements (as shall be evidenced by the issuance and receipt of applicable temporary or conditional certificates of occupancy therefor) for each Phase no later than 18 months after construction commencement of each Phase unless extended by a Force Majeure event or otherwise extended by agreement of the parties.

6.5.4 *Inspection Approvals*. Developer shall not be deemed to have achieved Final Completion of any Phase until such time as the City and State CID have inspected and approved the construction or installation of the Improvements applicable to such Phase for which the City or State CID, as applicable, approved the plans pursuant to Section 6.3. For the avoidance of doubt, the City's approval of plans shall not be required for the issuance by the State CID of a temporary or permanent certificate of occupancy but shall be required for Final Completion.

6.6 Defects in Plans

. Developer acknowledges and agrees that neither the City, the MRA nor or any department, governing body, commission, agency, official, officer, employee, agent, representative or volunteer of the City or the MRA (collectively, the "**City Parties**") has made any representation or warranty, through this Agreement or otherwise, concerning the condition of the Property or the sufficiency of the development plans for any purpose, and no such City Parties shall be responsible either to Developer or to third parties in any way for defects in any development plans approved by any of the City Parties, nor for any structural, environmental or other defects in any work performed pursuant thereto. Developer, on behalf of itself and its successors and assigns, hereby waives and releases any claims, encumbrances, liens, demands, suits, judgments, proceedings, damages, losses, liabilities, penalties, fines, costs and expenses (including reasonable attorneys' fees and court costs) of any kind or nature (collectively, "**Liabilities**") against the City Parties for any monetary damages or compensation as a result of defects in such plans, including the violation of any laws or regulations, and for defects in any work done according to the such plans. The provisions of this Section shall survive any expiration or termination of this Agreement.

6.7 Cooperation with the City

. Developer shall provide the MRA Director with copies of all applications and submissions for any Approvals sought by or obtained from any Governmental Authorities with respect to the Property, the Improvements, and the Project.

ARTICLE 7
DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Developer's Representations

. From and after the Effective Date, Developer represents and warrants to the City that:

7.1.1 Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New Mexico and has its principal office at c/o Santa Fe Art Institute, 1600 St. Michael's Drive, #31, Santa Fe, NM 87505. Developer is a wholly owned subsidiary of Santa Fe Arts Institute, a nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the State of New Mexico and in compliance with all state and federal laws.

7.1.2 Developer has full power and authority to execute, deliver and perform its obligations under this Agreement, and has taken all required entity actions and obtained all required approvals therefor, if any, and no other approvals or consents not obtained by Developer as of the Effective Date are necessary in connection with Developer's execution of or performance of obligations under this Agreement.

7.1.3 The individual signing this Agreement on behalf of Developer is authorized to sign this Agreement on Developer's behalf and to bind Developer hereto, and this Agreement is binding upon and enforceable against Developer in accordance with its terms.

7.1.4 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and Developer's compliance with the terms and conditions of this Agreement will not violate the terms of Developer's formation and governance documents (collectively, the "**Governance Documents**"), true and complete copies of which have been provided to the MRA Director prior to the Effective Date, or conflict with or result in a breach of any of the terms, conditions, or provisions of any restriction, agreement, or any instrument to which Developer is a party or by which it is bound, nor will it result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon the Property or the Project, except for any permitted encumbrances.

7.1.5 Developer shall not amend or change its Governance Documents, including the addition of members or partners, in any manner that would conflict with or result in a breach of the terms of this Agreement.

7.1.6 Developer has not (a) made a general assignment for the benefit of creditors, (b) filed for any voluntary petition in bankruptcy or, to Developer's knowledge, suffered the filing of an involuntary petition by Developer's creditors, (c) suffered the appointment of a receiver to take possession (or the attachment or other judicial seizure) of all, or substantially all, of such Person's assets, (d) admitted in writing its inability to pay its debts as they generally come due or (e) made an offer of settlement, extension or composition to its creditors generally.

7.1.7 There are no legal actions or proceedings pending or, to Developer's knowledge, threatened against Developer which would, if adversely determined, have a material adverse effect on Developer or the ability of Developer to perform its obligations under this Agreement.

7.1.8 Neither any member of the Governing Body nor any officer or employee of the City has any direct, indirect, legal, or beneficial interest in Developer, the Project, this Agreement or in any contract or agreement between the City and Developer or in any franchise, concession, right or privilege of any nature granted by the City to Developer in this Agreement.

7.1.9 Developer is not a Prohibited Person.

7.1.10 This Agreement is entered into by Developer without collusion on the part of Developer with any Person, without fraud and in good faith.

7.1.11 No gratuities, in the form of entertainment, gifts or otherwise, were, or during the Term of this Agreement, will be offered or given by Developer or any agent or representative of Developer to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment in connection with any matter hereunder for which a determination or performance invokes the City's discretion.

7.1.12 All direct and indirect members, managers, directors and/or officers of Developer, as well as all Persons (or their principals) holding an interest in any of the foregoing members and managers (if applicable), are set forth on the organizational structure chart attached hereto as **Exhibit C**, and Developer shall provide the City with written notification of any change of Control of Developer within 30 days after any such change through the Term of this Agreement.

7.1.13 Developer has, or on or before the 'End' date specified in the Construction Timeline will have secured '100% Funding' for the applicable Phase in readily available funds in an amount sufficient to enable Developer to develop and complete the construction of the Improvements for Phase 1 and to pay all fees and expenses necessary or related thereto. Upon or prior to exercising each Expansion Option, Developer shall have secured readily available funds in an amount sufficient to enable Developer to develop and complete the respective Improvements for Phase 2 and Phase 3 and to pay all fees and expenses necessary or related thereto.

ARTICLE 8
DEVELOPER IMPROVEMENTS; PHASES OF DEVELOPMENT PROGRAM

8.1 Construction Standard

. All construction performed in connection with the Project shall be conducted in a good and workmanlike manner, and in compliance with the construction and completion requirements for each Phase of the Project, and in accordance with all Applicable Rules and Project Standards.

8.2 Site Restoration

8.2.1 *Removal of Partially Constructed Improvements.* If Developer Abandons construction of the Project, Developer must, within 60 days after receipt by Developer of written notice from the City, either recommence construction on the Project or: (a) remove any partially constructed or partially completed structures or Improvements from the applicable Phase unless otherwise agreed to in writing by the MRA Director; and (b) perform Site Restoration on that portion of the Phase on which Developer has failed to achieve substantial completion of the applicable structures or other Improvements or related to the expired building permit, all in accordance with plans approved by the City. For purposes of this Agreement, "**Site Restoration**" means and includes the restoring of the original ground or paved hard surface area in compliance with the Project Standards, and includes but is not limited to the removal or elimination of all debris; the remediation and restoration of any environmental conditions; the elimination of conditions that may create a fire or pollution hazard; the minimization of erosion; and any repair, cleanup, backfilling, compaction, and stabilization, paving and other work necessary to place the site in acceptable condition following the conclusion of the work, or the expiration or revocation of the permit.

8.2.2 *Removal and Restoration by City*. In the event Developer fails or refuses to remove any partially completed Project Improvements, or to perform Site Restoration, as required pursuant to Section 8.2.1, the City will have, and is hereby granted, the right, at its option, to: (i) demolish and/or remove any of the partially completed Improvements from any and all portions of the applicable Phase; (ii) perform Site Restoration; and/or (iii) cause the Improvements to be completed in accordance with the applicable final plans. Developer must fully reimburse the City for all costs and expenses, including legal and administrative costs, incurred by the City for such work. If Developer does not so fully reimburse the City, the City will have the right to enforce its rights and remedies under the Bond provided by Developer pursuant to Article 5, as necessary to cause such completion and/or to defray the entire cost of the work, including legal fees and administrative expenses. If Developer does not so

fully reimburse the City, and the Bond proceeds are insufficient or otherwise unavailable to finance such work, then the City will have the right to place a lien on the applicable Phase for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 8.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the City in this Agreement, at law, and/or in equity.

ARTICLE 9
CITY WORK; COORDINATION

9.1 Right of Way Improvements

. The City intends to develop and construct certain public right of way improvements, storm drainage facilities and related infrastructure within the Midtown Site (the "**Midtown ROW Improvements**"), including without limitation, within the areas generally depicted on **Exhibit J**. As Exhibit J does not include complete design documents, the City will coordinate with the Developer on any necessary modifications based on the final construction documents and both parties will make reasonable efforts to accommodate the other party's needs to improve the property. The City shall use reasonable efforts to provide at least 30 days' written notice to Developer prior to commencing construction of the Midtown ROW Improvements. From and following receipt of such notice, Developer and the City shall mutually cooperate to avoid any interference between the City's construction of the Midtown ROW Improvements and the Developer's activities on the Property.

9.2 Midtown Gas Loop

. Developer acknowledges that the existing natural gas line serving the Midtown Site (the "**Midtown Gas Loop**") is owned and operated by the City of Santa Fe Public Works Department, under procedures, rules and regulations of the New Mexico Public Regulation Commission, Pipeline Safety Bureau, Parts 191 & 192, NMAC 18.60.2, and the Pipeline Safety Act 70-3-10 to 70-3-20 NMSA 1978, 1995 (as may be amended from time to time, the "**Gas Loop Regulations**"). In addition, Developer acknowledges that the City intends to prepare and record a declaration of covenants, conditions and restrictions, or similar instrument (as applicable, the "**Gas Loop Declaration**"), for the purpose of establishing an easement and setting forth certain rights and obligations related to the operation, safety conditions, maintenance, repair, replacement and removal of the Midtown Gas Loop and related facilities in compliance with the Gas Loop Regulations, and the coordination with the City to comply with minimum safety requirements for the operation of, and managing emergencies related to the Midtown Gas Loop. The Gas Loop Declaration, which will encumber the Property and all other properties through which the Midtown Gas Loop runs or are otherwise served, shall be in the form adopted by the City, provided that no provisions thereof shall impose on any developer at the Midtown Site any material obligations or costs. Any alterations made to the Project that require excavation or subsurface work, whether in connection with the Improvements or otherwise, shall be subject to the prior written consent of, and any conditions imposed by, the City of Santa Fe Public Works Department and shall comply with the requirements of the Gas Loop Declaration, if then in effect. Any surface or subsurface alterations required by the Gas Loop Declaration on the Property shall be conducted by the City, or it's agent, and any disturbance of the site and site improvements by the City in conducting said

alterations shall be returned to functioning condition by the City. The City will use reasonable effort to avoid interrupting tenant operations.

ARTICLE 10
COMMUNITY BENEFITS

10.1 Community Development Program Requirements

. The Project and all other developments at Midtown Site are required to comply with the requirements of the Midtown Community Development Plan (the "**Community Development Plan Requirements**"), including without limitation, by implementing or causing to be implemented the Community Development Plan Requirements as a component of the Project (the "**Community Benefits**"). The Community Benefits have been organized to be consistent with the Midtown Community Development Plan organized into the following sections (i) Environment; (ii) Equity; (iii) Economy; and (iv) Culture.

10.2 Environmental and Energy Design Requirements

10.2.1 *LEED Requirements*. Developer shall, concurrently with Developer's submission of Preliminary Development Plans for each Phase, submit to the MRA Director a written affidavit that (a) sets forth Developer's estimate, based on Developer's initial modeling, of the total points the Improvements for such Phase will receive within each of the subcategories designated as 'Required in RFP' on the Project Checklist attached as Appendix A to the Community Development Plan, as such subcategories and point system are further described in the United States Green Building Council (USGBC) Leadership in Environmental and Energy Design: Neighborhood Development (LEED-ND) attached hereto as **Exhibit D** (the "**LEED Requirements**"), and (b) includes the certification of an independent architect or engineer registered or licensed in the State of New Mexico, that, to the best of such architect or engineer's knowledge or belief, after reasonable investigation, the Improvements for such Phase, if constructed and installed in accordance with the Preliminary Development Plans, will satisfy and comply with the applicable LEED Requirements.

10.2.2 *Solar Facility*. Developer shall install one or more solar photovoltaic (PV) systems at the Project, which systems shall: (a) be installed on, and cover a minimum of 50% of, the total square footage of the roof of each Building, or (b) whether installed on the on the roof of each Building or such other location onsite as may be approved in the Final Development Plans, supply a minimum of 50% of the estimated electrical energy demand for each Building, as set forth in estimates prepared and submitted to the MRA Director by a certified engineer, or c) Developer may alternatively comply with purchase of operational solar energy through the PNM Community Solar program or equivalent program, within 18 months of move-in and operations.

10.2.3 *Stormwater Management*. Developer shall follow the guidelines established in the Master Plan (as amended) and Community Development Plan and implement best practices for site construction, as applicable, to ensure that completed stormwater features perform as designed, including implementing procedures to ensure that Developer's contractors avoid pre-compaction of infiltration areas with heavy equipment traffic. Developer shall incorporate water quality treatments meeting the

requirements of the Master Plan. The Preliminary Development Plans for each Phase shall include a technical memorandum with all supporting documentation, modeling results, and drainage calculations related to the feasibility analysis for complying with the rain and stormwater management requirements for all new impervious surfaces, which shall be addressed and submitted to the City as part of the development review process. Said technical memorandum will also include an analysis of feasibility to implement compliance measures, including prohibitive cost and/or lack of sufficient site area. City shall not withhold project approvals unreasonably based on this analysis. All stormwater management documentation and supporting analysis shall be prepared and signed by a registered engineer in the State of New Mexico.

10.3 Tenant/Use Requirements

10.3.1 The Project shall be operated by Developer as for-rent retail, commercial and office space available for sublease only to (collectively, the "**Tenant/Use Requirements**"): (a) tenants comprising local artists, art, design, creativity, culture, multi-media, technology, and arts-related organizations and industries, and Persons whose primary business or mission is complementary to the operations at the film studio under development within the Midtown Site or provides ancillary services to tenants listed here, according to SFCC Sec. 14-5.5(D); (b) tenants that offer, as a primary use, publicly-available on-site educational opportunities in arts, design, cultural programming, technology or multi-media, (c) tenants operating an art studio or art exhibition space; and/or (d) short-term licensees. From and after the substantial completion of construction for each Phase and for the duration of the Term, Developer shall use its best efforts to (i) market, advertise and promote the completed portions of the Buildings within such Phase to prospective tenants that satisfy the Tenant/Use Requirements, (ii) enter into Qualifying Subleases for the sublease of the rentable space at the applicable Buildings to tenants that satisfy the Tenant/Use Requirements, and (iii) keep the Property leased and occupied by tenants under Qualifying Subleases and short-term licenses. Developer shall provide tenant name and use for each sublease it enters into, to the City MRA, within 10 business days of entering into each such sublease.

10.3.2 *Qualifying Sublease*. "**Qualifying Sublease**" means any agreement between Developer, as sublessor, and any Person that satisfies the Tenant/Use Requirements, as sublessee, granting such Person the right to possession of a portion of the rentable space within any Building at the Property, containing the following additional terms:

(a) The tenant shall occupy the portion of rentable space for which possession is granted (the "**Subleased Premises**") on a continuous basis during the term of the agreement and, to the extent such tenant comprises a retail, educational or other use available to the public, shall keep the Subleased Premises open on a regular basis at such times as are customary for similar uses, as may be determined and specified by Developer in its reasonable discretion.

(b) The tenant's use of the Subleased Premises shall be in compliance with all applicable laws (including any Applicable Rules concerning tenant's use of the Subleased Premises or any portion of the Midtown Site).

(c) The term of the agreement shall not, without prior written consent of the MRA Director, extend beyond the Term of this Agreement.

(d) The agreement shall contain a list with the following information applicable to the tenant's operations at the Subleased Premises: (i) the name/type of program(s) in furtherance of the Tenant/Use Requirement (each, a "**Tenant Program**"); (ii) the anticipated number of participants, if applicable, for the Tenant Program; (iii) target demographic of participants, if known, including age, income, minority status (i.e., Hispanic or Indigenous peoples), area of residence (i.e., residents of the Midtown District area, including Hopewell Mann); (iv) estimated cost to implement and operate each Tenant Program.

10.3.3. Short-term Licensees. Short term uses of the property are defined as those uses for 180 days or less

(a) The licensee shall occupy the portion of rentable space for which possession is granted (the "**Licensed Premises**") on a continuous basis during the term of the license and, to the extent such tenant comprises a retail, educational or other use available to the public, shall keep the licensed Premises open on a regular basis at such times as are customary for similar uses, as may be determined and specified by Developer in its reasonable discretion.

(b) The licensee's use of the Licensed Premises shall be in compliance with all applicable laws (including any Applicable Rules concerning tenant's use of the Licensed Premises or any portion of the Midtown Site).

(c) The term of the license agreement shall not extend beyond the Term of this Agreement.

10.4 Target Lease Goal

. Developer shall use commercially reasonable efforts to sublease approximately 75% of the available leasable space within the Property ("**Target Lease Goal**") to entities and persons whose organization or business is identified per 10.3.1, who are non-profits or who have a non-profit fiscal sponsorship; provided, however, Developer may, in keeping with the Stated Objective and with the prior written approval of the MRA Director, increase or decrease the Target Lease Goal to the extent necessary to ensure, at a minimum, that the Project is generating sufficient funds to cover operating costs and fees, replacement and operating reserves, and debt service, as reflected in the annual reporting requirement set forth in Section 19.1.2.

10.5 Leasing Requirements

. Developer shall use best faith and commercially reasonable efforts to coordinate with the City's Office of Economic Development, community organizations and/or civic organizations to market and promote or to otherwise utilize the available and offered services of such organizations, for the purpose of disseminating information regarding available rentable space at the Project.

10.6 Midtown District Assessments

. In the event that the Property is included in a Tax Increment Finance district ("**TIF District**"), Developer shall properly indicate inclusion in the TIF District on all relevant documents submitted to the New Mexico State Department of Tax and Revenue. Developer shall contractually require all tenants occupying the Property to properly indicate inclusion in the TIF District on all relevant documents submitted to the New Mexico State Department of Taxation and Revenue. The City may require Developer to provide proof of compliance with the foregoing obligation.

10.7 Building Names

. Developer, its successors and assigns, shall not change the names of the buildings identified in the definition thereof without the prior written approval of the Governing Body. Notwithstanding the foregoing, Developer may install acknowledgements of donors or supporters on the Property. Developer will provide notice to the MRA Director of location of all acknowledgement locations prior to installation.

ARTICLE 11
MAINTENANCE AND REPAIR OF PROPERTY; UTILITIES

11.1 Maintenance and Repair

.

11.1.1 *During Construction*. Developer shall keep the Property, including curbs, gutters, sidewalks comprising the Property or adjacent to the Property, in safe, good and clean condition, free and clear of equipment, building materials, trash, and debris, other than building materials needed immediately for the construction of the Improvements. All building materials stored by Developer Parties (defined below) at the Property shall be kept in a safe and secure manner. At all times during which Developer or any officer, director, manager, member, agent, employee, representative, contractor or subcontractor of Developer, or any other person or entity acting at the direction or with the consent of Developer (each, including Developer, a "**Developer Party**" and, collectively, the "**Developer Parties**"), is engaged in the performance of construction activities ("**Construction Activities**"), Developer shall: (a) bear the exclusive responsibility and expense of keeping roads and access ways within and in the vicinity of the Property in safe and clean condition, reasonably free of dirt, mud, and debris resulting from Developer's Construction Activities, (b) maintain dumpsters or other trash receptacles at all times and empty such dumpsters and trash receptacles at least once per week or more frequently as may be required to prevent overflow and/or blowing refuse, and (c) install a temporary chain link fence and/or other protective barriers and caution signage around applicable construction areas.

11.1.2 *During the Term*. During the Term, except to the extent Developer is performing alterations, modifications, demolition or removal of the Improvements in compliance with this Agreement, Developer shall ensure that (a) the Improvements to be maintained, preserved and kept in good repair and working order and in a safe condition, ordinary wear and tear excepted, including the landscaping and plants on the Property and the sidewalks along the exterior of the Property (including the timely removal of any snow, ice, debris, mold, and standing water). The City shall not, in its capacity as the ground lessor under this Agreement, under any circumstances be required to furnish any services or

facilities or to make any repairs, replacements or alterations of any nature or description in or to the Property, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever in connection with this Agreement. Notwithstanding the foregoing, as it relates to the Phase 2 Property and the Phase 3 Property, the City shall continue to be responsible for emergency maintenance of the Buildings and Property upon which the Buildings exist until the Developer exercises its Expansion Option and Developer has site control of any of the Expansion Property in question, after which Developer shall take full and sole responsibility for any Expansion Property it has leased from the City pursuant to this Agreement. Developer hereby waives the right to make repairs at the expense of the City, in its capacity as the ground lessor under this Agreement, pursuant to any law in effect at the time of the execution of this Agreement or thereafter enacted, and assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Property. Nothing in this Section 11.1.2 shall be deemed to limit the City's obligations to furnish public services to the Property or the Midtown Site or to make any repairs, replacements or alterations to any public improvements, in each case, in the ordinary course of providing governmental services. Notwithstanding the Developer's obligations, the City has in place and will continue to maintain insurance coverage of the buildings as property owner.

11.1.3 *City Inspection*. The City reserves the right to inspect the Property at any time to verify Developer's compliance with this Section 11.1, with 24-hour notice and during business hours. In the event Developer fails to maintain the Property as required by Applicable Laws, Developer shall be in default hereunder and the City may, at the City's election and in addition to any rights and remedies under Section 20.2, undertake to perform Developer's maintenance obligations at Developer's sole cost, subject to the notice requirements and Developer's right to cure under Section 20.2 Developer shall promptly cooperate with the City if the City undertakes to perform such duties. No action by the City taken pursuant to this Section 11.1.3 shall constitute a waiver of Developer's obligations.

11.2 Damage

11.2.1 At all times during which the Developer Parties are engaged in Construction Activities, Developer shall take reasonable measures to prevent damage to any **Adjacent Land** and Adjacent Improvements. Developer shall immediately notify the MRA Director of the occurrence of any damage to Adjacent Land or Adjacent Improvements. If any Developer Parties damage any portion of the Adjacent Land and/or Adjacent Improvements, Developer shall, at its sole cost and expense, repair such damage and restore the Adjacent Land and/or Adjacent Improvements so damaged to the condition existing immediately prior to the date of such damage ("**Damage Repair**"). Developer shall complete the Damage Repair within 10 days following the occurrence of the damage, or within the number of days identified by the City for the completion of such Damage Repair set forth in a written notice from the City to Developer ("**Repair Deadline**"). If Developer fails to properly complete any Damage Repair by the applicable Repair Deadline, the City may elect, in addition to any rights and remedies the City may have under Section 19.2, to complete the Damage Repair, in which event Developer shall, within 10 days following written notice thereof, reimburse the City for the cost of such Damage Repair plus an administrative fee in an amount equal to 5% of such repair costs. Notwithstanding any provision of this Article 11 to the contrary, if the City determines in its sole

discretion that any damage (a) poses imminent danger to the health, safety or welfare of persons located thereon or persons or property in the vicinity thereof, (b) affects streetlights or underground utilities, or (c) may, if not immediately repaired, result in additional damage to the Property or the Midtown Site, then the City shall have the right, but not the obligation, to immediately repair such damage, without prior notice to Developer or opportunity to cure, in which event Developer shall, within 10 days following receipt of an invoice therefor, reimburse the City for the cost of such repairs plus an administrative fee in an amount equal to 5% of such repair costs. Developer shall indemnify and hold harmless the City Parties from any loss, cost, claim, or damage, including reasonable attorneys' fees, arising from such damage, and shall pay the costs of repairing any damage to the Adjacent Land and/or Adjacent Improvements to the extent such damage results from Construction Activities of Developer or Developer Parties. The provisions of Section 11.2 shall survive the expiration or termination of this Agreement.

11.3 Utilities

11.3.1 *General*. The City is responsible for providing all utilities, including fiber, to the property line of each Phase. Subject to Section 11.3.2 below, Developer shall, at its sole cost and expense, be solely responsible for (a) securing all utility services for the Property (including, without limitation, electricity, gas, communications, water, sanitary and storm sewer) (the "**Utilities**") from available providers, (b) installing, at its sole cost and expense, all service connections, separate meters and other facilities as may be required for delivery to and use at the Property, and (c) all charges for Utilities used, rendered or supplied to the Property during the Term. All charges for Utilities shall be paid by Developer to the relevant providers prior to delinquency.

11.3.2 *Disconnection of Natural Gas*. Developer shall have the right to obtain natural gas service and cause natural gas to be supplied and used at the Property at all times during the period beginning on the Effective Date and ending on the date that the City ceases to provide natural gas service to the Property (the "**Gas Utilization Period**"). Prior to the expiration of the Gas Utilization Period, (i) the City shall, at its sole cost and expense, cause transmission and/or distribution lines to be installed to the Property line with the capacity to transmit the quantity of power at least equivalent to the energy content of the natural gas used at the Property (averaged over the prior one-year period prior to disconnection), and (ii) Developer shall cause all natural gas use at the Property to be terminated and each of the natural gas lines at the Property to be disconnected from the City's connecting distribution lines. Notwithstanding the foregoing, the City shall not under any circumstances be required to make any improvements or alterations at the Property or to the Improvements or reimburse the Developer for any costs in connection therewith, and Developer shall bear the exclusive responsibility and expense of any such alterations or improvements, whether to fixtures or personal property, to the Property and the Improvements. In the event that the City amends the Master Plan to eliminate the requirement for all buildings to be served by electric-only, this project will also have the right to use gas services.

11.3.3 Utility Accounts. Developer shall be responsible for setting up and transferring any applicable utility accounts serving the Property. The City agrees to coordinate with Developer in such efforts.

ARTICLE 12
RELEASE & INDEMNIFICATION

12.1 Release

. Developer releases the City Parties from, and covenants and agrees that the City Parties shall not be liable to Developer for, any loss or damage to property or any injury to or death of any Person or Persons occasioned by any cause whatsoever pertaining to the Project, the Property, the use thereof, or any other transaction contemplated by this Agreement; provided that such release shall not apply to any loss or damage caused by the gross negligence or intentional misconduct of the City Parties.

12.2 General Indemnity

. Developer shall indemnify, defend (with counsel reasonably approved by the City, as applicable) and hold harmless the City Parties from all Liabilities, arising from any all claims ("**Claims**") brought against one or more City Parties by any Persons not a party to this Agreement which arise out of or in connection with the Property or any activities, acts or omissions of any of the Developer Parties; provided, however, such indemnity shall not apply to any Liabilities caused by the gross negligence or intentional misconduct of any City Parties and shall be subject to the limitations of NMSA 1978, Section 56-7-1. Developer's indemnity obligations owing to the City Parties under this Section are not limited by applicable insurance coverage required hereunder. The City shall, after receipt of notice of the existence of a Claim for which it is entitled to indemnity hereunder, notify Developer in writing of the existence of such Claim or commencement of such action.

12.3 Environmental Indemnity

. Developer hereby agrees to indemnify, defend (with counsel reasonably approved by the City, as applicable) and hold harmless the City Parties, from all Liabilities (including, but not limited to expenses, penalties and clean-up costs) arising from and against any and all Claims brought against one or more City Parties related to this Project, arising out of or in any way relating to (a) the presence, release, use, generation, transportation, discharge, storage or as a consequence of disposal by Developer Parties, or the presence of any Pollutants in, on or about the Property occurring as a result of or in connection with Developer Parties' use or occupancy of the Property, and in the removal, remediation and disposal of any Pollutants, and (b) the violation, or alleged violation, of any Environmental Laws relating to the use, generation, release, discharge, storage, disposal or transportation of Pollutants on, under, in or about, to or from the Property or migrating onto or under the Property from neighboring properties or otherwise affecting the Property, to the extent caused or permitted by any Developer Parties.

12.4 Survival

. The provisions of this Article 12 shall survive any expiration or earlier termination of this Agreement.

ARTICLE 13
INSURANCE

During each phase of construction, including all renovation work, and for such other time as specified hereinbelow, Developer shall comply with the following insurance requirements:

13.1 Workers' Compensation.

During the Term, Developer shall, at its sole cost and expense, fully comply with the terms of the laws of the State of New Mexico concerning workers' compensation. Said compliance shall include maintaining in full force and effect one or more policies of insurance insuring against any liability Developer may have for workers' compensation. Said policy shall also include Employer's Liability coverage no less than $1,000,000 per accident; $1,000,000 policy limit bodily injury by disease; $1,000,000 each employee bodily injury by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City and City Parties.

13.2 General Liability Insurance.

During the Term and for a period of 10 years following Final Completion of the Project, Developer shall, at its sole cost and expense, obtain and keep in full force and effect commercial general liability insurance with contractual liability coverage, which policy shall be written on an occurrence basis providing coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, for claims against bodily injury (including death), personal injury, and property damage with limits not less than $2,000,000 per occurrence, $2,000,000 in the aggregate, and Products and Completed Operations of $2,000,000 in the aggregate. Any excess or umbrella coverage shall not include any limitations or exclusions from the primary coverage and shall also be endorsed to name the City Parties as additional insureds.

13.2.1 Developer's Commercial General Liability coverage shall include:

(a) An Aggregate Limit Per Project endorsement;

(b) ISO Additional Insured endorsements with coverage at least as broad as CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or a blanket additional insured endorsement, in each case naming the City Parties as additional insureds, provided that, if the blanket additional insured endorsement is used, premises and operations, as well as products-completed operations coverage must be provided to the City Parties;

(c) A Waiver of Subrogation endorsement in favor of the City Parties or a blanket waiver of subrogation endorsement; and

(d) A Primary, Non-contributory endorsement in favor of the City Parties or a blanket primary, non-contributory endorsement.

13.2.2 Developer's Commercial General Liability policy shall not include the following:

(a) Amendment of Contractual Liability;

(b) Total Pollution Exclusion for Phase 3;

(c) Cross Claims or Cross Suits Liability Exclusion;

(d) X, C, U Exclusion (Explosion, Collapse, and Underground Hazard); and

(e) Subsidence of Soil or Earth Movement Exclusion for Phase 3 work

13.3 Automobile Liability Insurance.

During the Term, in the event Developer utilizes automobiles as part of its operations, use, or occupancy of the Property, Developer shall, at its sole cost and expense, obtain and keep in full force and effect a policy of automobile liability insurance, with a combined single limit (CSL) in the amount of $2,000,000 per accident for bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of this Agreement. Said policy shall include Contractual Liability and the following coverages and endorsements: (a) a Broadened Pollution Coverage endorsement; (b) an endorsement naming the City Parties or a blanket additional insured endorsement; (c) A Waiver of Subrogation endorsement in favor of the City Parties or a blanket waiver of subrogation endorsement; (d) a Primary, Non-contributory endorsement in favor of the City Parties or a blanket primary, non-contributory endorsement; and (e) notice of cancellation/non-renewal to the City, providing 30-days' prior notice of cancellation or non-renewal, excepting only non-payment of premium, which will be 10- days' prior notice.

13.4 Course of Construction/Builder's Risk Insurance.

During all construction and/or renovation work on the Property, Developer shall obtain or cause to be obtained and keep in full force and effect:

13.4.1 Course of Construction/Builder's Risk insurance covering "Special Form" (All Risks) of direct physical loss, including, but not limited to, fire, theft, water, explosion, vandalism, mechanical breakdown, electrical arcing, ordinance or law, in an amount to cover the total value of the construction Project, including all subsequent change orders, without co-insurance penalties. Such coverage shall include all items of labor and material, soft costs such as loss of income, architect and engineering fees, building permits and any other non-recurring costs as may be appropriate for Developer or its Contractor. Said insurance policy shall: (a) include Developer, its contractors and subcontractors, and the City as insureds; (b) be maintained until the completion of the applicable construction; and (c) provide coverage from the time any covered property becomes the responsibility of Developer, and continue without interruption during construction, renovation, or installation.

13.4.2 Contractor's pollution liability policy with limits of at least $2,000,000 per claim and an aggregate limit of $2,000,000 with a deductible not to exceed $25,000. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs, arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from

any services or work performed by Developer or its contractors under this Agreement, including the transportation of hazardous wastes, hazardous materials, or contaminants. Developer warrants that any retroactive date applicable to the coverage under the policy is the same as or precedes the Effective Date of this Agreement and that continuous coverage will be maintained and evidence of coverage must be provided for at least five years after termination of this Agreement. If the policy is written on a claims-made basis, and coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a retroactive date on or prior to the Effective Date of this Agreement, Tenant/Developer must purchase an extended reporting period for a minimum of five years after the expiration or termination of the Agreement. The Pollution Liability coverage shall include the following:

13.4.3 ISO Additional Insured endorsements with coverage at least as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) naming the City Parties or a blanket additional insured endorsement applicable "when required by written contract or agreement", provided that, if the blanket additional insured endorsement is used, premises and operations as well as products-completed operations coverage must be provided for the City Parties;

13.4.4 A Waiver of Subrogation endorsement in favor of the City Parties or a blanket waiver of subrogation endorsement; and

13.4.5 A Primary, Non-contributory endorsement in favor of the City Parties or a blanket primary, non-contributory endorsement.

13.5 Professional Liability.

If Developer provides project management, design-build, engineer, architect or other types of professional services to the City, Developer shall obtain and maintain Professional Liability coverage with limits not less than $2,000,000 per claim and $2,000,000 aggregate limit. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Developer in this Agreement, and if the policy is written on a claims-made basis, it shall include (a) a retroactive date no later than the Effective Date; and (b) an extended reporting period of not less than five years after the termination of this contract.

13.6 Property Insurance. Developer shall maintain "Special Form" (All-Risks) property insurance upon property of every description owned by Developer and located on the Premises, or for which Developer is legally liable, including without limitation, the City FF&E and all other furnishings, fixtures, and equipment. Such insurance shall be in an amount equal to one hundred percent (100%) of the full insurable replacement value of the property. The City shall be included as loss payee as its interest may appear.

13.7 Umbrella or Excess Liability Coverage. Developer shall maintain umbrella or excess liability coverage with limits not less than $2,000,000 excess over the Commercial General Liability, Automobile Liability and Employer's Liability. The policy shall include the following: (a) ISO Additional Insured endorsements with coverage at least as broad as CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or a blanket additional insured endorsement, in each case naming

the City Parties as additional insured, provided that, if a blanket additional insured endorsement is uses, premises and operations, as well as products-completed operations coverage must be provided to the City Parties; and (b) a Waiver of Subrogation in favor of the City Parties or a blanket waiver of subrogation endorsement.

13.8 Subcontractor Insurance.

Developer shall ensure that all contractors and subcontractors are licensed in the State of New Mexico and as otherwise required by the Applicable Rules. Developer shall cause all contractors and subcontractors performing work at the Property to maintain appropriate insurance, including, but not limited to, Workers' Compensation, Commercial General Liability and Automobile Insurance in a form and with limits deemed appropriate by Developer for work performed in connection with this Agreement. Developer acknowledges that Developer is solely responsible for obtaining, prior to the commencement of any work at the Property by all contractors and subcontractors and maintaining from time to time thereafter current certificates of insurance and applicable endorsements from its contractors/subcontractors, and this information shall be promptly made available to the City upon request. Developer shall require all contractors and subcontractors to obtain the following:

13.8.1 ISO Additional Insured endorsements with coverage at least as broad as ISO forms CG 20 10 and CG 20 37 naming Developer and the City Parties as additional insureds or a blanket additional insured endorsement applicable, provided that, if the blanket additional insured endorsement is used, premises and operations as well as products-completed operations coverage must be provided for Developer and the City Parties;

13.8.2 A Waiver of Subrogation endorsement in favor of Developer and the City Parties or a blanket waiver of subrogation endorsement; and

13.8.3 A Primary, Non-contributory endorsement in favor of Developer and the City Parties or a blanket primary, non-contributory endorsement.

13.9 Provisions Applicable to All Insurance Requirements.

Prior to the Construction Commencement at the Property or any portion thereof and annually thereafter, Developer shall furnish or cause to be furnished to the City certificates of insurance and all applicable endorsements evidencing the foregoing insurance coverages and limits. These provisions shall also apply to contractors/subcontractors performing work or services under this Agreement and Tenant/Developer shall be responsible for maintaining records evidencing compliance thereto. If any coverage is maintained on a claims-made basis, the following shall apply:

13.9.1 The retroactive date must be shown and must be before the date of this Agreement or the beginning of any work or services under this Agreement;

13.9.2 Except as otherwise set forth herein, coverage must be maintained, and evidence of coverage must be provided for at least one year after termination of this Agreement;

13.9.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Developer must purchase an extended reporting period for a minimum of five years after termination of this Agreement;

13.9.4 All insurance policies shall be written by an insurer with an A.M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the state of New Mexico or approved by the National Surplus Lines Association; and

13.9.5 Developer shall deliver written notice to the City no later than 30-days prior to any cancellation or non-renewal and shall deliver to the City a copy of any notice of cancellation or nonrenewal within five days of Developer's receipt of such notice from its insurer.

13.9.6 Should any of the insurance policies contain either a deductible or self-insured retention, Developer and its contractors/subcontractors shall be responsible for paying their respective deductibles or self-insured retentions and the City shall not be responsible for paying such costs.

13.9.7 All Certificates of Insurance must have all required endorsements attached and must be submitted to the City prior to the commencement of Developer's operations, construction, or renovation under this Agreement. Certificates of Insurance during each successive year of the insurance requirement period must be filed with the City.

13.10 Sublease Insurance Requirements. Developer shall require that each sublease include the insurance requirements set forth on **Exhibit N**.

ARTICLE 14
CASUALTY; CONDEMNATION

14.1 Casualty

. Developer covenants and agrees that in the event of damage to the Property or destruction of the whole or any part thereof, by any cause whatsoever, Developer shall proceed immediately and diligently to restore the Property to the same or equivalent condition or status as on the Effective Date.

14.2 Condemnation

.

14.2.1 Should the entire Property be taken (which term, as used in this Section, shall include any conveyance in avoidance or settlement of eminent domain, condemnation or other similar proceedings) by any governmental authority, corporation or other entity under the right of eminent domain, condemnation or similar right, other than by the City, then this Agreement shall terminate as of the date of taking possession by the condemning authority, and the award therefor will be distributed to the City. After termination of this Agreement and distribution of the condemnation award as herein provided, the Parties shall have no further rights, duties or obligations under this Agreement, except those obligations that are expressly intended to survive such termination.

14.2.2 Should any portion of the Property be taken by any governmental authority, corporation or other entity under the right of eminent domain, condemnation or similar right, other than by the City such that (a) the untaken portion of the Property is, in either Party's reasonable discretion, insufficient for the economic or feasible operation thereof by Developer; or (b) any access is taken that materially prohibits use of such remaining portion of the Property, unless reasonable alternate access is provided by the City, then either Party may either terminate this with respect to the affected portion of the Property as of the date of taking possession by the condemning authority in the same manner as provided in Section 14.2.1 for the entire Property and the award therefor shall be distributed as provided in Section 14.2.1 Should any other partial taking of the Property occur, then this Agreement nevertheless shall continue in effect as to the remaining portion of the Property. In the event of a partial taking, this Agreement shall continue in full force and effect with respect to the remaining portion of the Property, but shall terminate with respect to the portion so taken, and the Parties shall have no further rights, duties or obligations under this Agreement with respect to the portion of the Property taken, except those obligations that are expressly intended to survive such termination.

ARTICLE 15
ASSIGNMENT; TRANSFER; SUBLEASE

15.1 Assignment; Transfer

. The qualifications and identity of Developer are of particular concern to the City. It is because of those unique qualifications and identity that the City has entered into this Agreement with Developer. Accordingly, Developer shall not directly or indirectly (including by a direct or indirect transfer of the equity in Developer), sell, assign, transfer, convey, or otherwise dispose of, its right, title or interest in this Agreement or a Controlling interest in Developer, whether voluntarily or involuntary by foreclosure, trustee's sale, assignment in lieu thereof or other enforcement of a pledge, hypothecation or collateral assignment of this Agreement (in each case, a "**Transfer**"), without the prior written consent of the City, which consent may be withheld in the City's reasonable discretion. Any such attempted Transfer, other than as permitted in this Article 15, without such consent shall be null and void. No Transfer, whether with or without consent, shall operate to release Developer or alter Developer's primary liability to perform its obligations under this Agreement.

15.2 Sublease.

Developer shall not sublease any of Developer's rights or obligations under this Agreement without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion; provided, however, Developer may, without the prior written consent of the City, sublease space within any Building on the Property following substantial Final Completion thereof to any tenants for the use and occupancy of such Buildings as contemplated under this Agreement, including event use.

15.3 Permitted Transfer

Notwithstanding anything in this Article 15 to the contrary, Developer shall have the right, with the prior written consent of the City, to Transfer this Agreement or a direct or indirect ownership interest

in Developer to any entity controlling, controlled by, or under common control with Developer, or to any entity that is a successor by merger, consolidation, or acquisition of substantially all of Developer's assets, so long as Developer provides written notice of such assignment to the City.

ARTICLE 16

LEASEHOLD FINANCING

16.1 Leasehold Mortgage

. Throughout the Term, Developer may from time to time and without the City's consent, execute and deliver a mortgage, deed of trust, security agreement or other hypothecating instrument (each, a "**Leasehold Mortgage**") encumbering Developer's leasehold interest in all or any portion of the Property (the "**Leasehold Estate**") for the benefit of a leasehold lender providing financing for Developer's obligations under this Agreement (each, a "**Leasehold Mortgagee**"); provided, however, (a) no Leasehold Mortgage may constitute a lien on the fee title of the City, (b) the City shall not be required to encumber or subordinate, and nothing in this Agreement will be construed as the City agreeing to encumber or subordinate, the City's right, title or interest in and to the fee interest to the Property and this Agreement, and (c) the City shall not be required to undertake any personal liability for the obligations of Developer secured or to be secured by any Leasehold Mortgage. Any Leasehold Mortgage and all rights acquired thereunder shall be subject all covenants, conditions and restrictions set forth in this Agreement and to all rights and interests of the City.

16.2 Notice of Leasehold Mortgage

. Within 30 days after the recordation of a Leasehold Mortgage, Developer shall provide a copy of the recorded Leasehold Mortgage to the MRA Director.

16.3 Developer Default of Leasehold Mortgage

. In the event of a default by Developer under a Leasehold Mortgage, the City consents to the exercise by the Leasehold Mortgagee of any of its rights and remedies permitted under such Leasehold Mortgage, provided that such Leasehold Mortgagee delivers written notice to the City of such default prior to the exercise of any such remedies, and upon a Mortgagee Transfer Event, Leasehold Mortgagee, or its nominee or designee approved by the City (an "**Approved Designee**"), shall assume all of Developer's obligations under this Agreement. A "**Mortgagee Transfer Event**" means that the Leasehold Mortgagee (or its Approved Designee) obtained possession of the Property through one of the following by Leasehold Mortgagee: (x) foreclosure or exercise of other remedies under the Leasehold Mortgage, (y) assumption of this Agreement, or (z) a Replacement Agreement. In no event shall a Leasehold Mortgagee's exercise of remedies under a Leasehold Mortgage affect the City's rights or Developer's obligations under this Agreement.

16.4 Leasehold Mortgagee's Rights to Cure a Default

. Prior to terminating this Agreement or exercising any other right or remedy due to an Event of Default, the City will give written notice to the Leasehold Mortgagee, provided that the Leasehold

Mortgage previously notified the City of its name, its address for notices and the fact that it is a Leasehold Mortgagee of a Leasehold Mortgage and includes with such notice a copy of the Leasehold Mortgage by virtue of which it became a Leasehold Mortgagee (a "**Notice Mortgagee**"), of any such Event of Default and shall afford the Notice Mortgagee a period of 30 days after notice is given in which to cure such Event of Default; provided, however, that (a) if such Event of Default is not a failure to pay Rent or any other amount due hereunder and is susceptible of cure by the Notice Mortgagee but cannot reasonably be cured within such 30-day period, then so long as the Notice Mortgagee commences a cure within such 30-day period (and notifies the City that it has done so), its cure period will be extended for as long as reasonably necessary for it to diligently pursue the cure to completion, but in no event longer than 90 days; and (b) if such Event of Default is not a failure to pay Rent and is susceptible of cure by the Notice Mortgagee but cannot reasonably be cured until the Notice Mortgagee obtains possession of the Property, then so long as the Notice Mortgagee commences to foreclose or otherwise enforce its Leasehold Mortgage (or assumes this Agreement in lieu thereof) and thereafter diligently pursues such foreclosure, remedy or assumption to completion (and notifies the City that it has done so), Notice Mortgagee's 30-day cure period will be extended for as long as reasonably necessary for it to obtain possession of the Property and then promptly commence and thereafter diligently pursue the cure to completion, but in no event longer than 90 days after Notice Mortgagee obtains possession. Developer's breach of this Agreement shall not defeat, render invalid, diminish or impair the lien of any Leasehold Mortgage on the applicable Property made in good faith and for value.

16.5 Notice Mortgagee's Right to Attorn

. If, by virtue of an Event of Default, the City reenters and repossesses all or any portion of the Property without terminating this Agreement, the City will give notice thereof to the Notice Mortgagee within 10 days prior to such reentry and repossession or termination, as the case may be. If the Notice Mortgagee notifies the City within 30 days after the City gives such notice that the Notice Mortgagee would like to attorn to the City and either assume Developer's obligations under this Agreement (in the case of a reentry and repossession without termination of this Agreement) or enter into a new agreement with the City for the Property or applicable portion thereof, pursuant to the terms hereof (a "**Replacement Agreement**") (in the case of a termination of this Agreement), and provided that the Notice Mortgagee (a) pays the City all Rent, penalties and Default Interest due the City under this Agreement at the date of reentry and repossession or termination and which thereafter becomes due or would have become due if this Agreement had not been terminated up to and including the date the Notice Mortgagee's attornment to the City becomes effective, together with all of the City's expenses incident to the reentry and repossession or termination; and (b) covenants to promptly thereafter cure any Event of Default existing at the time of such reentry and repossession or termination that is not a failure to pay Rent or any other amount due hereunder and is susceptible of cure by the Notice Mortgagee pursuant to Section 16.4(b), then (i) the City will accept such attornment and either deliver possession of the Property to the Notice Mortgagee (or its Approved Designee) if the City has reentered and repossessed the same without terminating this Agreement, whereupon the Notice Mortgagee (or its Approved Designee) will assume in writing all obligations of Developer arising under this Agreement from and after the date possession is so delivered and this Agreement will continue in full

force and effect as a direct obligation between the City and the Notice Mortgagee (or its Approved Designee), or (ii) the City will execute and deliver a Replacement Agreement for the Property to the Notice Mortgagee (or its Approved Designee) for the balance of what would have been the Term had this Agreement not been so terminated and otherwise upon all of the same terms and conditions set forth in this Agreement. The developer under the Replacement Agreement will have the same leasehold interest in the Property or applicable portion thereof as Developer had under this Agreement.

16.6 Notice Mortgagee Limitation on Liability

. Except for Developer's obligations under this Agreement assumed by the Leasehold Mortgagee as required by this Agreement, a Notice Mortgagee shall not have any other obligations under this Agreement arising prior to the earlier of the date that the Notice Mortgagee assumes the obligations of Developer under this Agreement or obtains absolute title to the Leasehold Estate. Any such Notice Mortgagee shall be liable to perform obligations under this Agreement only for and during the period of time that such Notice Mortgagee directly holds such absolute title to the Leasehold Estate, except for any outstanding obligations of Developer's to be performed under this Agreement. Moreover, any Notice Mortgagee who acquires Developer's interest in the Leasehold Estate pursuant a Mortgagee Transfer Event shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Notice Mortgagee no longer has ownership of the Leasehold Estate created thereby.

16.7 Prohibition Against Mutual Rescission

. No mutual termination, cancellation or rescission of this Agreement by the City and Developer will be effective unless and until the same is approved in writing by the Notice Mortgagee.

16.8 Assumption of Obligations

. If any leasehold interest of Developer in all or any portion of the Property is Transferred by reason of any foreclosure, deed in lieu of foreclosure, trustee's deed or any other proceeding for enforcement of a Leasehold Mortgage, then the Leasehold Mortgagee thereunder (or any Approved Designee) shall agree to assume the obligations of Developer hereunder and shall deliver to the City documentation of its assumption of the obligations hereunder without the necessity of entering into an assignment and assumption agreement. Notwithstanding the foregoing, the City shall have no right to terminate this Agreement as a result of any Leasehold Mortgagee failing to assume the obligations of Developer hereunder unless such Leasehold Mortgagee or its Approved Designee fails to do so within 90 days after such Leasehold Mortgagee's acquisition of Developer's leasehold interest in the applicable Property, it being acknowledged that such Leasehold Mortgagee may intend to Transfer its interest in the applicable Property to an Approved Designee, in which event the Approved Designee shall assume the obligations of Developer hereunder.

16.9 No Liability; Indemnity

. In no event may Developer represent that the City is or in any way may be liable for the obligations of Developer in connection with (i) any financing agreement or (ii) any public or private offering of

securities. Developer agrees to indemnify, defend or hold the City and its respective officers, directors, agents and employees free and harmless from, any and all liabilities, costs, damages, claims or expenses arising out of or related to the breach of its obligations under this Article 16; provided, however, such indemnity shall not apply to any Liabilities caused by the negligent or willful acts of any City Parties and shall be subject to the limitations of NMSA 1978, Section 56-7-1.

16.10 Bankruptcy.

If this Agreement is rejected in connection with a bankruptcy proceeding by Developer or a trustee in bankruptcy for Developer, such rejection, to the extent permitted under the Bankruptcy Code, shall be deemed an assignment by Developer to the Notice Mortgagee of the Leasehold Estate and all of Developer's interest under this Agreement, and this Agreement shall not terminate, and the Notice Mortgagee shall have all the rights of the Developer under this Agreement as if such bankruptcy proceeding had not occurred, unless such Notice Mortgagee rejects such deemed assignment by notice in writing to the City within 30 days following rejection of this Agreement by Developer or Developer's trustee in bankruptcy. If any court of competent jurisdiction shall determine that this Agreement shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by Developer or the trustee in connection with any such proceedings, the rights of the Notice Mortgagee to a Replacement Lease from the City pursuant to Section 16.4 hereof shall not be affected thereby.

ARTICLE 17

CITY FINANCING

This Agreement and all of Developer's rights hereunder shall be subordinate to the lien and terms of any mortgage, deed of trust and related documents now or hereafter placed upon the Property by any lender of the City (if any, a "**City Mortgagee**") (including all advances made thereunder), and to all amendments, renewals, replacements, or restatements thereof (collectively, "**Mortgage**"). Developer agrees that no documentation other than this Agreement is required to evidence such subordination. If any City Mortgagee elects to have this Agreement superior to the lien of its Mortgage and gives notice to Developer, this Agreement will be deemed prior to such Mortgage whether this Agreement is dated prior or subsequent to the date of such Mortgage or the date of recording thereof. In confirmation of subordination or superior position, as the case may be, Developer will execute such documents as may be required by any City Mortgagee and if it fails to do so within 10 days after demand, Developer hereby irrevocably appoints the City as Developer's attorney-in-fact and in Developer's name, place, and stead, to do so. Following Developer's request therefor, the City shall use commercially reasonable efforts to obtain from any future City Mortgagee, a subordination, non-disturbance and attornment agreement on such City Mortgagee's form. Developer hereby attorns to all successor owners of the Property, whether such ownership is acquired by sale, foreclosure of a Mortgage, or otherwise.

ARTICLE 18
LIENS

Developer shall not place or allow to be placed on all or any portion of the Property or Improvements, any mortgage, deed of trust, security interest, monetary encumbrance or lien (statutory or otherwise), or any agreement to enter into or create any of the foregoing (collectively, a "**Lien**"), on or affecting all or any portion of the Property or Improvements. Notwithstanding the foregoing, no such Lien shall constitute an Event of Default if, within 30 days after Developer becomes aware of a Lien on or affecting the Property or Improvements, Developer causes the debt secured by such Lien to be satisfied or other security (including a bond) to be deposited with the court in the amount determined by the court to be sufficient to cancel such Lien.

ARTICLE 19

REPORTING REQUIREMENTS

19.1 Reporting Requirements

.

19.1.1 *Construction Related Reports*. Developer shall provide written reports substantially in the form attached hereto as Exhibit M (each, a "**Report**") to the MRA Director detailing: (a) the progress of all entitlements, permits, approvals and construction financing required for the commencement of construction of each Phase, (b) during construction, the progress of construction (expressed as a percentage of the completion of each Phase) and any concerns or perceived delays to complete the applicable Phase, and (c) any other information relating to the construction of the Project that the MRA Director may request in its reasonable discretion. The form of Report may be amended from time to time by the MRA Director. No later than January 31, April 30, July 31, and October 31 of each year, Developer shall deliver to the MRA Director a Report containing the applicable information described above for the prior three-month period (each, a "**Quarterly Construction Report**").

19.1.2 *Program Related Reports*. Within 120 days following the end of each calendar year, Developer shall submit to the MRA Director (a) copies of all subtenant IRS Form 990 (or comparable form), and (b) a rent roll in the form attached hereto as **Exhibit M**, as applicable for each subtenant. This Section 19.1.2 shall survive the expiration or termination of this Agreement for the duration of Developer's obligations under Article 10.

19.1.3 *Project Related Reports*. Prior to the Effective Date, Developer delivered to the MRA Director (a) a development budget for the entitlement, development and construction of the Improvements for each Phase of the Project (the "**Development Budget**"), (b) an operating budget for the operation of each Phase of the Project following substantial completion of the Improvements (the "**Operating Budget**"), and (c) a financing plan describing the sources and methods for securing funds in an amount

sufficient to complete the entitlement, development and construction of the Improvements for each Phase of the Project and for the operation of each Phase of the Project following substantial completion of the Improvements for each such Phase (the "**Financing Plan**"). Developer shall deliver to the MRA Director an updated Development Budget and Operating Budget within 30 days after the Effective Date. Thereafter, Developer shall deliver an updated Development Budget to the MRA Director with each Expansion Notice and an updated Operating Budget following the completion of Phase 1 and at least annually during the Term.

19.1.4 *Developer's Financial Statements*. During the Term of this Agreement, Developer agrees to furnish the MRA Director a copy of Developer's annual Financial Statements within 120 days after the end of Developer's fiscal year. All Financial Statements shall be reviewed by a certified public accountant who is not an employee or principal of Developer or its Affiliates.

19.2 Audits and Inspections

. Not more than once per calendar year, and at any time after the City has provided written notice to Developer of its reasonable, good faith belief that Developer has materially breached this Agreement (together with documentation or other evidence of such breach), Developer shall make available to the MRA Director for examination all of Developer's records with respect to all matters for which reports or statements are provided pursuant to Section 19.1 of this Agreement. The MRA Director shall give reasonable notice to Developer of such examination, and in any event, a minimum of 14 days' prior notice. Developer shall permit the MRA Director to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. This Section 19.2 shall survive the expiration or termination of this Agreement for the duration of Developer's obligations under Article 10.

19.3 IPRA Compliance

. Developer understands that records in the possession of the City are subject to IPRA, and to the extent required, Developer will comply with IPRA.

ARTICLE 20
DEFAULT AND REMEDIES

20.1 Default by Developer

20.1.1 *Events of Default*. The following constitute an "**Event of Default**" under this Agreement:

(a) *General Breach*. Developer fails to comply with any provision, term, condition or covenant of this Agreement (other than those specifically described in any other subparagraph of this Section 20.1.1), and such failure continues for 30 days after written notice by the City or, if such compliance cannot be reasonably completed within such 30-day period, Developer fails to commence performance within such 30 day period and diligently proceeds to completion; provided, however, Developer's right to cure shall not exceed 120 days unless otherwise agreed to in writing by the MRA Director.

(b) *Monetary Default*. Developer fails to pay Rent or other payment obligation required to be made by Developer hereunder as and when due, and such failure continues for thirty days after written notice by the City; provided, however, Developer shall not be entitled to more than one notice of delinquency in any 12-month period, and if thereafter any Rent or other amount is not paid when due, an Event of Default shall occur even though no notice thereof is given.

(c) *Abandonment*. Developer Abandons the construction of the Project. For purposes hereof, "**Abandon**" and "**Abandonment**" means the stoppage of construction of a Phase of the Project for more than 60 consecutive days after Commencement of Construction of the Phase and prior to Final Completion of the Phase unless due to a Force Majeure Event.

(d) *Failure to Commence Construction*. Developer fails to Commence Construction of the Improvements for any Phase by the applicable Construction Commencement Date.

(e) *Failure to Complete*. Subject to a Force Majeure Event, Developer fails to cause the Final Completion of any Phase by the applicable Final Completion Date.

(f) *Failure to Maintain Insurance*. Developer fails to replace or otherwise maintain in full force and effect, without any gap in coverage, any insurance required to be maintained by Developer pursuant to Article 13.

(g) *Assignment.* The assignment, subletting or other Transfer, or any attempted assignment, subletting or other Transfer, of this Agreement in violation of Article 15.

(h) *Legal Existence*. Developer dissolves or fails to maintain its legal existence and authority to conduct business in the state of New Mexico.

(i) *Bankruptcy Proceedings*. (i) Developer files a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any state thereof ("**Bankruptcy Code**"), (ii) a proceeding is filed against Developer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any Bankruptcy Code, (iii) Developer makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts as they become due, or (iv) a trustee, receiver, custodian, assignee, liquidator or other similar official is appointed for Developer, for all or any part of Developer's properties, or for any portion of Developer's interest in the Property.

(j) *Breach of Representations.* Any representation or warranty made by Developer in this Agreement, or in any certificate, notice, demand or request made by Developer in writing and delivered to the City pursuant to or in connection with this Agreement, is untrue, false or misleading as of the date made or furnished.

20.2 Remedies

.

20.2.1 Upon the occurrence and during the continuance of an Event of Default, the City may take any of the following actions, and without limiting the City in the exercise of any other right and/or remedy which the City may have by reason of such Event of Default under this Agreement:

(a) terminate this Agreement and through any permitted legal process, reenter and take possession of the Property without prejudice to any remedies for existing breaches hereof ("**Termination Event**"). In the event of such termination, Developer shall be liable to the City for damages immediately payable in an amount equal to the actual damages incurred by the City, including all expenses incurred by the City in enforcing its rights hereunder, if the City so elects, in its sole discretion, require the demolition and removal of any partially constructed or partially completed Improvements associated with the applicable Phase and the performance of Site Restoration pursuant to and in accordance with Section 8.2,

(b) without terminating this Agreement, through any permitted legal process, reenter and take possession of the Property without prejudice to any remedies for existing breaches hereof, lease, manage and operate the Property and collect the rents, issues and profits therefrom all for the account of Developer, and credit to the satisfaction of Developer's obligations hereunder the net rental thus received (after deducting therefrom all reasonable costs and expenses of repossessing, leasing, managing and operating the Property, including, but not limited to brokerage commissions and any costs associated with advertising, remodeling, alterations or repair of the Property). If the net rental so received by the City exceeds the amounts necessary to satisfy all of Developer's obligations under this Lease, nevertheless the City shall retain such excess. The City shall use commercially reasonable efforts to mitigate its damages.

(c) bring an action against Developer for actual damages incurred by the City or any equitable relief available to the City and to the extent not prohibited by applicable law, to seize all personal property or fixtures upon the Property which Developer owns or in which it has an interest, in which the City shall have a landlord's lien and/or security interest, and to dispose thereof in accordance with the laws prevailing at the time and place of such seizure or to remove all or any portion of such property and cause the same to be stored in a public warehouse or elsewhere at Developer's sole expense, without becoming liable for any loss or damage resulting therefrom and without resorting to legal or judicial process, procedure or action.

(d) if the Developer Abandons the construction of the Project or fails to cause Final Completion of any applicable Phase, do such acts and expend such reasonable funds at the expense of Developer as are reasonably necessary to construct and complete the applicable Improvements, in which event all funds expended by the City for such work shall be due and payable by Developer within 30 days after demand by the City, together with accrued interest thereon at 12% per annum from the date incurred until paid;

(e) if Developer fails to replace or otherwise maintain in full force and effect, without any gap in coverage, any insurance required to be maintained by Developer pursuant to Article 13, obtain such insurance on Developer's behalf, in which event Developer shall reimburse the City for the cost of

such insurance premium within 30 days after written demand by the City, together with accrued interest thereon at 12% per annum from the date incurred until paid;

(f) exercise its rights and remedies under Bond;

(g) seek to enjoin or restrain Developer from commencing or continuing said Event of Default;

(h) seek to cause Developer by injunction to correct and cure said Event of Default; and/or

(i) exercise any and all remedies at law, in equity or otherwise available under this Agreement;

(j) enter into an agreement with Developer to modify this Agreement or otherwise address any breach.

20.2.2 Upon the City's election to exercise its right under Section 20.2.1(a), Section 20.2.1(d)(i), or Section 20.2.1(f), Developer shall deliver to the City an Assignment of Plans in the form attached hereto as **Exhibit L**, pursuant to which Developer shall assign to the City all of Developer's right, title and interest in and to all Plans and Specifications and Approvals. Developer acknowledges and agrees that, as a condition of the City's consummation of the transactions herein, each written agreement between Developer and any Person performing work at or for the Project, including work relating to the preparation or modification of the Plans and Specifications, shall include such Person's consent to the assignment by Developer to the City of all right, title and interest of Developer in and to Plans and Specifications.

20.2.3 Upon the occurrence and during the continuance of any material breach, failure or other condition that, but for the City's delivery of notice or the lapse of time thereafter, would constitute an Event of Default, the City may withhold the release of any final maps and/or building permits or other City approvals until the breach or failure is resolved to the reasonable satisfaction of the City.

20.3 Liquidated Damages

Because of the difficulty and/or impossibility of determining the City's damages upon the occurrence of an Event of Default pursuant to Section 20.1.1(e) (*Failure to Complete*), including, without limitation, damages suffered by way of the detriment to the public benefit and welfare of the City through lost employment opportunities, the degradation of the economic health of the City and the direct or indirect loss of revenue, the City and Developer covenant and agree that, if the City elects its remedy to receive liquidated damages under Section 20.3.1 Developer shall pay to the City, and the City shall accept as an exclusive remedy, as liquidated damages and as a reasonable forecast of such potential damages and not as penalties, $150 per day commencing on the date that the City delivers written notice to Developer of its election to receive liquidated damages pursuant to this Section 20.3 and continuing until earlier of (a) the date that such Event of Default is cured, or (b) the termination of this Agreement pursuant to a Termination Event. Developer agrees to waive any and all affirmative defenses that the amount of liquidated damages provided herein constitutes a penalty.

20.4 Event of Default by the City.

If the City defaults in its obligation to Developer under this Agreement, Developer shall deliver to the City a written notice of default and, upon the City's receipt of the notice of default, the City shall commence and complete the cure of such default. If the City has not completed the cure of the default within 120 days after receipt of the written notice of default, the Developer may terminate this Agreement without further obligation of either Party or sue to enforce the City obligations under this Agreement

20.5 Holdover.

. If after expiration or earlier termination of this Agreement, Developer remains in possession of the Property or any portion thereof without express written approval of the City for such holdover possession, such possession may, at the sole option of the City, continue as a month-to-month tenancy, during which period Developer shall pay the City Holdover Rent on a monthly basis in advance on the first day of each calendar month thereafter, and all other terms and conditions of this Agreement shall otherwise apply. "**Holdover Rent**" means the then current market rent, as of the commencement of the holdover possession, for similar properties located in Santa Fe County, NM, as determined by the City in its sole discretion. The City may terminate such holdover possession in accordance with applicable law.

20.6 Rights and Remedies Cumulative

. Except as otherwise expressly stated in Sections 20.3 (Liquidated Damages), the rights and remedies of the City are cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing by agreement, Applicable Rules, or in equity, and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Event of Default or any other Event of Default, to the extent permitted by law. The provisions of this Article 20 shall survive the expiration or termination of this Agreement. No waiver made by the City or Developer shall apply to obligations beyond those expressly waived in writing.

20.7 Waiver

. Any failures or delays by the City in asserting its rights and remedies as to any Event of Default shall not operate as a waiver of such Event of Default or of any of the City's rights or remedies hereunder. The provisions of this Article 20 shall survive the expiration or termination of this Agreement.

ARTICLE 21
GENERAL PROVISIONS

21.1 Compliance with Laws

. Developer shall carry out the design and construction of the Improvements and the operation of the Project in conformity with all Applicable Rules, including all applicable state labor standards, building, plumbing, mechanical, and electrical codes, and the Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101, et seq., as amended, the "**ADA**"), as such Applicable Rules exist on the Effective

Date or the date of the relevant application or request for permit, as applicable. During any Construction Activities, Developer shall comply, and cause the other Developer Parties to comply, with all Applicable Rules, including the ADA. Developer, through any contractor, agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of Developer Parties or its agents in violation of the ADA.

21.2 Discrimination Prohibited

. Developer shall comply, and cause the Developer Parties to comply, with Applicable Rules relating to discrimination against or segregation of any Person or group of Person, and will not on the grounds of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, sexual preference, marital status, source of income, physical or mental disability, medical condition, or citizenship status, discriminate or permit discrimination against any Person or group of Persons in any manner prohibited by Title 49 CFR Parts 21 and 23, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, the New Mexico Human Rights Act, and SFCC 1987 Section 2.02. Without limiting the generality of the foregoing, Developer will not discriminate against any employee or applicant for employment or tenancy because of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, sexual preference, physical or mental disability, medical condition, or citizenship status. Such covered actions include, without limitation: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Developer agrees to post in conspicuous places available to employees, and applicants for employment, notice to be provided setting forth the provisions of this non-discrimination clause.

21.3 Recordation in Official Records

. Promptly after the later of the Effective Date, the City shall record an executed original of this Agreement in the real property records of the Clerk and Recorder of the County of Santa Fe, New Mexico (the "**Official Records**"). All amendments, transfers, and assignments hereto must be in writing signed by the appropriate officers of the City and Developer in a form suitable for recordation in the Official Records.

21.4 Covenants Running with the Land

. This Agreement, including all covenants, agreements, rights, restrictions and obligations contained herein (subject to certain term limitations as contained in this Agreement) (i) shall run with the Property, (ii) shall be binding upon the Developer, the owner(s) of any portion of the Property, and each of its and their successors (by merger, consolidation, operation of law or otherwise), successors-in-title, assigns, and lessees, whether by operation of law or in any manner whatsoever, and (iii) shall inure to the benefit of the City, as the intended beneficiary of the terms and provisions of this Agreement and of the covenants running with the Property, without regard to whether the City has

been, remains, or is an owner of any interest in the Property or the Midtown Site. In the event this Agreement is terminated by the City, this Agreement may be released of record, in whole or in part, upon execution and recording by the City of a notice of termination or other instrument evidencing such termination.

21.5 Notices

. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered either personally with a receipt requested therefor, or by overnight courier, or by certified mail, return receipt requested, postage prepaid, in any case addressed to the Parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally, (b) one Business Day after depositing with such an overnight courier service, (c) three Business Days after deposit in the mail if mailed, or (d) upon successful electronic mail transmission evidenced by an electronic "read receipt" and provided that such notice is also delivered by the means described in clauses (a) or (b) within two Business Days after such electronic mail notice. All notices to the City or Developer shall be sent to the persons and addresses set forth below. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to the City: City of Santa Fe
Attention: City Attorney's Office
200 Lincoln Avenue
Santa Fe, NM 87501

with a copy to: Midtown Redevelopment Agency
Attention: MRA Director
200 Lincoln Avenue
Santa Fe, NM 87501

If to Developer: Midtown Arts and Design Alliance LLC
Attention: Managing Director/ CEO
369 Montezuma Avenue, #631
Santa Fe, NM 87501

with a copy to: Long, Komer & Associates, P.A.
Attention: Nancy R. Long
P.O. Box 5098
1800 Old Pecos Trail, Suite A
Santa Fe, NM 87505

21.6 Relationship Between Parties

. Notwithstanding any provision in this Agreement or any representation or warranty to the contrary, the relationship between Developer and the City shall be as independent contractors, and neither the

City nor Developer shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other.

21.7 No Third-Party Rights

. This Agreement is for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns, and no third party other than a permitted assignee of the City or Developer is contemplated to or shall have any rights hereunder.

21.8 Counterparts

. This Agreement may be signed in multiple counterparts or with detachable signature pages, but either or both circumstances shall constitute one instrument, binding upon all parties thereto as if all parties signed the same document. If so executed, each such counterpart of this Agreement is to be deemed an original for all purposes and all such counterparts will collectively constitute one Agreement, but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.

21.9 Exhibits; Ancillary Documents

. All certificates, documents, exhibits, attachments, riders, and addenda referred to in this Agreement are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms. In the event of any conflict between the terms set forth in this Agreement for any exhibit or ancillary document and the terms set forth in the agreed-upon exhibit or ancillary document, the terms of the agreed-upon exhibit or ancillary document, as applicable, shall control.

21.10 Time of Essence

. Time is expressly made of the essence with respect to the performance by Developer of every obligation and condition of this Agreement.

21.11 Computation of Time

. All references herein to “days” mean calendar days. All references herein to “months” mean the period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that, solely with respect to the last month of any period (a) if the numerically corresponding day is not a Business Day, that period will be deemed to end on the next Business Day, (b) if there is no numerically corresponding day in the next calendar month, then that period shall end on the first Business Day after the last day of that month. In computing any period of time under this Agreement in which days define the period, (i) the date of the act or event from which the designated period of time begins to run shall not be included, and (ii) the last day of the period so computed shall be included unless it is a day other than a Business Day, in which event the day for performance thereof shall be extended to the next Business Day. If any act is to be done by or within a period of time, the last day of said period of time shall be deemed to end at 5:00 p.m. MT.

21.12 Effect and Duration of Agreement Provisions

. All obligations, covenants and agreements contained herein which are not performed at or before Final Completion of the Project (or any Phase thereof) but which are to be performed after Final Completion of the Project or the Phase, as applicable, as provided in this Agreement, shall survive the Final Completion of the Project or Phase, as applicable.

21.13 Force Majeure

. Neither the City nor Developer shall be deemed to be in default hereunder if either Party is prevented from performing any of the obligations, other than monetary obligations hereunder, by reason of strikes, boycotts, labor disputes, embargoes, industry-wide or regional shortages of labor, energy or materials (to the extent not caused by the failure of any person to adequately plan materials orders or labor allocation as necessitated by the then-current markets therefor), acts of the public enemy, infectious disease or pandemic, weather conditions, weather events, archeological discoveries on the Property and the results of acts of nature, riots, rebellion, sabotage, any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs), or any other similar circumstances for which it is not responsible or which are not within such Party's control (each a "**Force Majeure Event**"); provided, however, the Parties stipulate and agree that none of the following events or occurrences shall be deemed a Force Majeure Event: (a) the novel coronavirus COVID-19 pandemic (except to the extent the pandemic is the direct cause of any of the delay events listed above), and (b) financial distress or the inability of a Party to earn a profit or avoid a financial loss. and (c) a Party's inability to perform its financial obligations hereunder, including Developer's inability to secure funds in an amount sufficient to complete the Improvements. An extension of time for any Force Majeure Event shall commence to run from the time of the commencement of the Force Majeure Event if the Party claiming such extension sends notice to the other Party within 30 days after said commencement. If such notice is delivered after such 30-day period, the extension period shall commence to run from the date of such notice. After the termination of any such Force Majeure Event, the obligation to perform shall recommence with a day-for-day delay extension to any deadlines.

21.14 Severability

. In the event any covenant, condition or provision herein is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to Applicable Rules so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provisions of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or Developer in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

21.15 Interpretation

. Whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.” The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

21.16 Sections

. References to section numbers are to sections in this Agreement, unless otherwise expressly stated.

21.17 Gender, Singular/Plural

. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

21.18 Headings and Captions

. Headings and captions of sections and paragraphs are for convenience, not limitation, and are not to be construed as modifying text.

21.19 Further Assurances

. Developer and the City covenant that they shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such instrument, supplemental hereto and further acts, instruments and transfers as may be required hereunder. All such ancillary agreements shall be in accordance with and not contradictory to the terms and conditions set forth in this Agreement.

21.20 Waiver

. No provisions of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing, signed by the Party making the waiver and addressed to the other Party, nor shall any custom or practice which may evolve between the Parties in the administration of the terms of this Agreement be construed to waiver or lessen the right of either Party to insist upon the performance of the other Party in strict accordance with the terms of this Agreement. Further, the waiver by any Party of a breach by the other Party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof. No acceptance by the City of any partial payment shall constitute an accord or satisfaction but shall only be deemed a partial payment.

21.21 Modifications; City Approval

. Any amendment, alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party and, if applicable, approved by the Governing Body and in accordance with any applicable City signature policy. The MRA Director shall record amendments, alterations, changes, and modifications to this Agreement in the Official Records, though a failure to so record shall not impair the effectiveness of such as between the Parties. The MRA Director may extend the time for the performance of any term or satisfaction of any condition hereunder for up to 180 days by the execution of a letter countersigned by Developer. The City Manager may approve changes to the Project requested by Developer to the extent the value of such changes is not in excess of the City Manager's contractual authority and to the extent equal value is received by the City. At any time during which the MRA Director position is unoccupied or in the event the MRA ceases to exist, references in this Agreement to the "MRA Director" shall be deemed to refer instead to the City Manager or the City Manager's designee who shall fulfill the role and assume the responsibilities of the MRA Director under this Agreement.

21.22 Legal Advice

. Each Party represents to the other that it has carefully read this Agreement; and in signing this Agreement, it does so with full knowledge of any right which it may have; it has received independent legal advice from its legal counsel as to the matter set forth in this Agreement; and it has freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or its agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties, it being recognized that both the City and Developer have contributed substantially and materially to the preparation of this Agreement.

21.23 Non-Liability of Officials and Employees of the City

. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement.

21.24 New Mexico Tort Claims Act

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

21.25 Governing Law

. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

21.26 Legal Proceedings; Attorneys' Fees and Costs and Damages

. The Parties agree that the exclusive venue for any claims, disputes, disagreements, controversies, lawsuits, or causes of action by or between Developer and the City arising out of or relating to this Agreement, the Project, the Property, or the Construction Activities (collectively, "**Disputes**"), shall be the First Judicial District Court located in Santa Fe, New Mexico. Any and all Disputes shall be tried as a bench trial and not as a jury trial. In the event it becomes necessary for the City to enforce any of the terms and provisions of this Agreement, whether or not suit be instituted, Developer shall pay all costs and expenses incurred by the City in connection with the City's enforcement of this Agreement, including, but not limited to, reasonable attorneys' fees. Neither Party shall be entitled to consequential, indirect or punitive damages under this Agreement.

21.27 Waiver of Jury Trial

. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO A DISPUTE.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ANY DISPUTE. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS; (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS; (C) IT MAKES SUCH WAIVERS VOLUNTARILY; AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 21.27.

21.28 Approval Required

. This Agreement shall not become effective or binding until approved by the highest approval authority required by the City under this Agreement.

21.29 Appropriations

. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Governing Body making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Governing Body, or if unspent appropriations from any prior fiscal year are not appropriated in the then current fiscal year, this

Agreement may be terminated upon 30 days' written notice given by the City to Developer. Such event shall not constitute a City Default or other default by the City. All obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by all parties and shall be final.

21.30 No Pecuniary Liability of City

. No provision of this Agreement shall constitute an indebtedness of the City within the meaning of any constitutional provision or statutory limitations of the State of New Mexico, nor constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

21.31 Officials, Agents and Employees Not Personally Liable

. No official, agent, or employee of the City nor member of the Governing Body shall be personally liable to any person by virtue of any provision of this Agreement.

21.32 No Collusion

. Developer represents that this Agreement is entered into by Developer without collusion on the part of Developer with any person or firm, without fraud and in good faith. Developer also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by Developer or any agent or representative of Developer to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

21.33 Public Records

. The Parties acknowledge that the City is a government entity and subject to the IPRA. Notwithstanding anything contained herein to the contrary, the City shall not be responsible to Developer or any third-party contractor for any disclosure of confidential information pursuant to the IPRA or pursuant to the City's public records act laws, rules, regulations, instructions or other legal requirement.

21.34 Governmental Right and Powers

. Nothing in this Agreement will be construed or interpreted as limiting, relinquishing, or waiving any rights of ownership enjoyed by the City in the Property or waiving or limiting the City's control over the management, operations or maintenance of the Property, except as specifically provided in this Agreement, or impairing exercising or defining governmental rights and the police powers of the City.

21.35 Survival

. All obligations, covenants and agreements contained herein which are intended to be performed in whole or in part after the completion of construction of the Project or termination of this Agreement shall survive the completion of construction of the Project or termination of this Agreement and shall

be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

[*Remainder of this page intentionally left blank*]
[*Signatures and acknowledgements appear on the following pages*]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the City and Developer as of the Effective Date.

Date of City of Santa Fe Governing Body
Approval: _____, 20__

CITY:

CITY OF SANTA FE,
a municipal corporation and political subdivision of the State of New Mexico

By:

Mayor

APPROVED AS TO FORM: **ATTEST:**

By: _____ By: _____
Assistant City Attorney City Clerk

STATE OF NEW MEXICO }
} ss.
COUNTY OF SANTA FE }

This instrument was acknowledged before me on _____, 20__ by _____, as _____ of City of Santa Fe, a municipal corporation and political subdivision of the State of New Mexico.

(Seal, if any)

_____
(Signature of Notarial Officer)

[*Signatures and acknowledgements continue on the following page*]

DEVELOPER:

MIDTOWN ARTS AND DESIGN ALLIANCE LLC,
a New Mexico limited liability company

By:
Name:
Title:

STATE OF NEW MEXICO }
} ss.
COUNTY OF SANTA FE }

This instrument was acknowledged before me on _____ ___, 2025 by _____ as _____ of Midtown Arts and Design Alliance LLC, a New Mexico limited liability company.

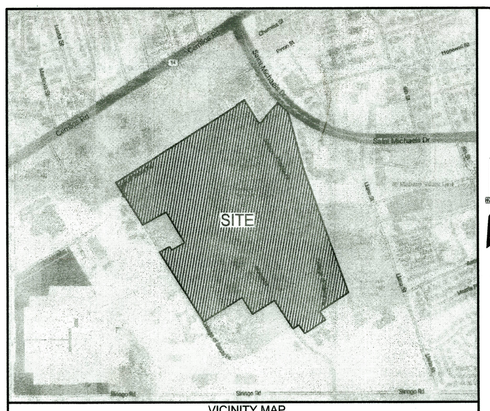
(Seal, if any)

_____
(Signature of Notarial Officer)

EXHIBIT A

DEPICTION OF THE MIDTOWN SITE

921-13



VICINITY MAP
N.T.S.

NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE.
   DISTANCES ARE GROUND DISTANCES.
   COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0)
   BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984",
   BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. ALL CORNERS IDENTIFIED AS —●— WILL BE SET POINTS IN THE FIELD AS 5/8" REBAR WITH CAP STAMPED "BM ARAGON, PS 15268", UNLESS OTHERWISE INDICATED.

REFERENCED DOCUMENTS:

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

1. PLAT OF SURVEY ENTITLED, "REPLAT PREPARED FOR THE COLLEGE OF SANTA FE", recorded SEPTEMBER 14, 2006 in PLAT BOOK 707, PAGE 050-051.
2. DIVISION PLAT FOR THE COLLEGE OF SANTA FE, recorded MAY 19, 2006 in PLAT BOOK 682, PAGE 06.
3. REPLAT FOR COLLEGE OF SANTA FE, recorded JANUARY 2, 2006 in PLAT BOOK 672, PAGE 33.
4. REPLAT FOR COLLEGE OF SANTA FE, recorded SEPTEMBER 19, 2006 in PLAT BOOK 635, PAGE 46, 47.
5. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in PLAT BOOK 722, PAGE 049.
6. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in BOOK 719, PAGE 044.
7. BOUNDARY EASEMENT SURVEY PLAT FOR COLLEGE OF SANTA FE, recorded JULY 15, 2010 in BOOK 719, PAGE 047.
8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 733, PAGE 043.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
11. PLAT OF EASEMENT SURVEY FOR COLLEGE OF THE CHRISTIAN BROTHERS OF NEW MEXICO, recorded 08/17/ 2009.
12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.

REFERENCED DOCUMENTS: (CONTINUED)

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK , filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.
25. This document Legal Lot of record, recorded in Book: 920, ~~Page: 2~~ Pages 1 +2

STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

ADJUST EXISTING LOT LINES AND TO DEDICATE RIGHT-OF-WAY, AS SHOWN HEREON.

AFFIDAVIT:

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED OWNER HAS CAUSED THE LANDS SHOW ON THIS DOCUMENT TO BE REPLATTED. THE REPLAT IS MADE WITH THE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER. THIS REPLAT CONTAINS 68.5327 ACRES MORE OR LESS. ALL TRACTS SHOWN HERE ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. ALL ROADS AND UTILITIES ARE DEDICATED TO THE CITY FOR PUBLIC USE.
THIS REPLAT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: City of Santa Fe

BY: _____ ALAN M. WEBBER, MAYOR DATE: 1/31/2025

CITY CLERK: _____ DATE: 1/31/2025

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS 31st DAY OF January, 20 25.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES 3/25/25

Notary Public - State of New Mexico
Commission # 1132968
My Comm. Expires Mar 25, 2025

SANTA FE COUNTY:

COUNTY TREASURER _____ DATE: 02/12/25

City Signatures to acknowledge Plat amendment for missing metes and bounds calls on plat recorded for "Lot Line Adjustment and Right-of-Way Dedication for Plat of existing Midtown Site" recorded in Book 920, Pages 1+2, instrument #2050258.

REVIEWED BY CITY OF SANTA FE:

CITY ENGINEER FOR LAND USE _____ DATE: 2/6/25

CITY PLANNER _____ DATE: 2-6-25

SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

BENJAMIN M. ARAGON N.M.P.L.S. #15268

1/28/25
DATE

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR

Lot Line Adjustment and Right-of-Way Dedication

for PLAT OF EXISTING
Midtown Site
within Projected Section 34, T.17N., R.9E., N.M.P.M.
City of Santa Fe
Santa Fe County, New Mexico
November 2024

Plat amendment to correct missing metes and bounds calls on plat recorded for "Lot Line Adjustment and Right-of-Way Dedication for Plat of existing Midtown Site" recorded in Book 920, Pages 1+2 as instrument #2050258.

CASE NUMBER:

Tract	Case #
Midtown Site	2024-9265

COUNTY OF SANTA FE
STATE OF NEW MEXICO } SS
#2052655
I hereby certify that this instrument was filed for record on the 12th day of February, 20 25 A.D. at 2:42 o'clock PM, and was duly recorded in book 921, page(s) 13-14 of the records of Santa Fe County.

Witness my Hand and Seal of office
KATHARINE E. CLARK
County Clerk, Santa Fe county, N.M.

Deputy

County Clerk Seal

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com

INDEXING INFORMATION FOR THE COUNTY CLERK

OWNER: CITY OF SANTA FE
LOCATION: WITHIN PROJECTED SECTION 34, T.17N., R.9E., N.M.P.M. CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

Lot Line Adjustment and Right-of-Way Dedication
for PLAT OF EXISTING
Midtown Site
within Projected Section 34, T.17N., R.9E., N.M.P.M.
City of Santa Fe
Santa Fe County, New Mexico
November 2024

Plat amendment to correct missing metes and bounds calls on plat recorded for "Lot Line Adjustment and Right-of-Way Dedication for plat of existing Midtown Site" recorded in Book 920, pages 1 + 2 as instrument #2056258.

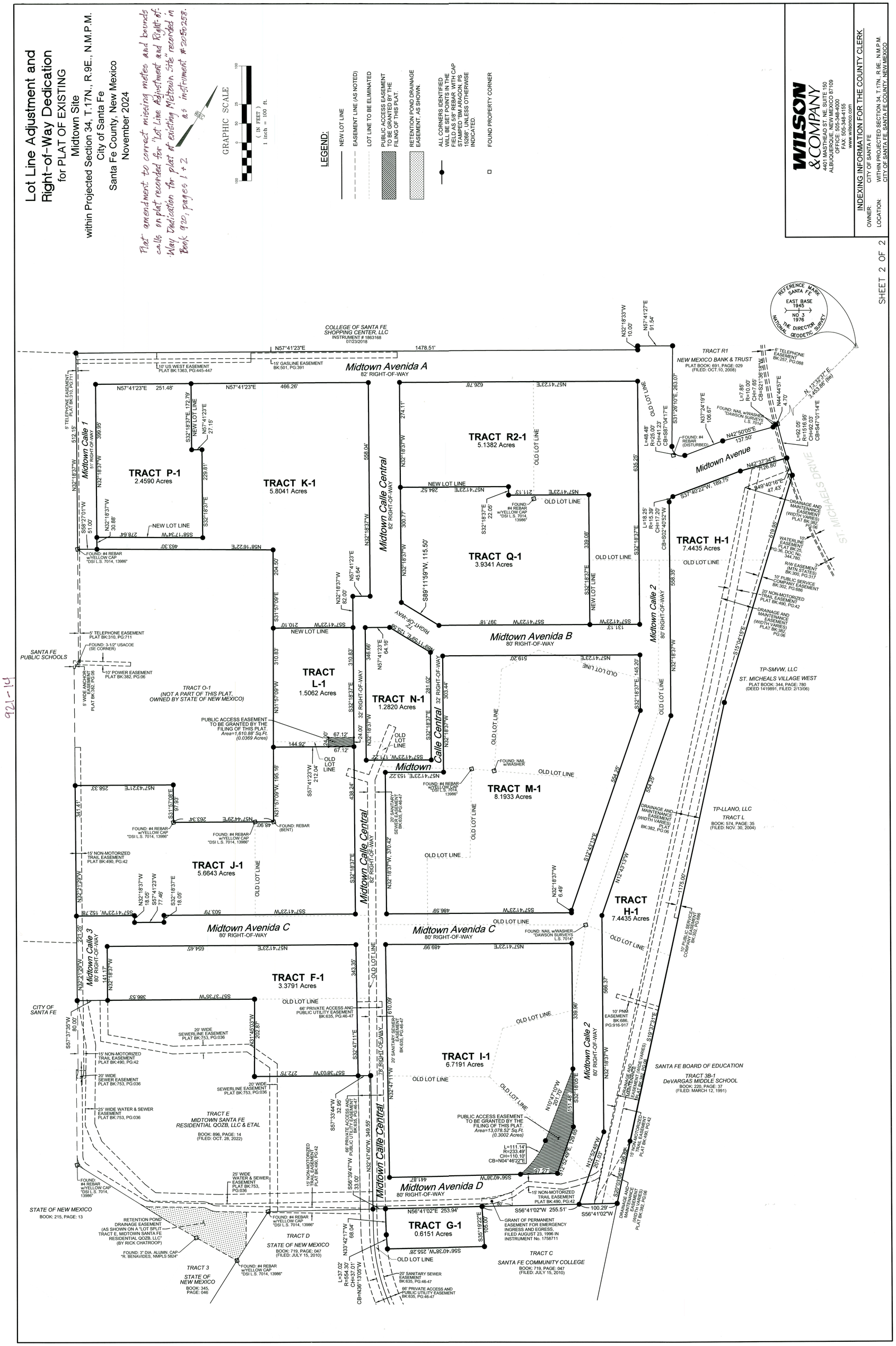
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

LEGEND:
- NEW LOT LINE
- EASEMENT LINE (AS NOTED)
- LOT LINE TO BE ELIMINATED
- PUBLIC ACCESS EASEMENT TO BE GRANTED BY THE FILING OF THIS PLAT.
- RETENTION POND DRAINAGE EASEMENT, AS SHOWN.
- ALL CORNERS IDENTIFIED WILL BE SET POINTS IN THE FIELD AS 5/8" REBAR WITH CAP STAMPED "BM ARAGON, PS 15268", UNLESS OTHERWISE INDICATED.
- FOUND PROPERTY CORNER

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com

INDEXING INFORMATION FOR THE COUNTY CLERK
OWNER: CITY OF SANTA FE
LOCATION: WITHIN PROJECTED SECTION 34, T.17N., R.9E. N.M.P.M. CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

SHEET 2 OF 2



921-14

EXHIBIT B

LEGAL DESCRIPTION THE PROPERTY

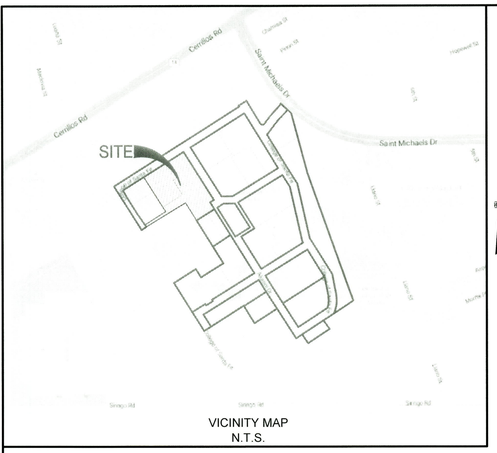
The following Tracts, as depicted on the following maps, comprise Phase 1, Phase 2 and Phase 3 of the Property, as follows:

921-19

Lot Split to create TRACTS K-1a and K-1b

PLAT OF EXISTING TRACT K-1

within Projected Section 34, T.17N., R.9E., N.M.P.M.
Midtown Site
Santa Fe County, New Mexico
November 2024



VICINITY MAP
N.T.S.

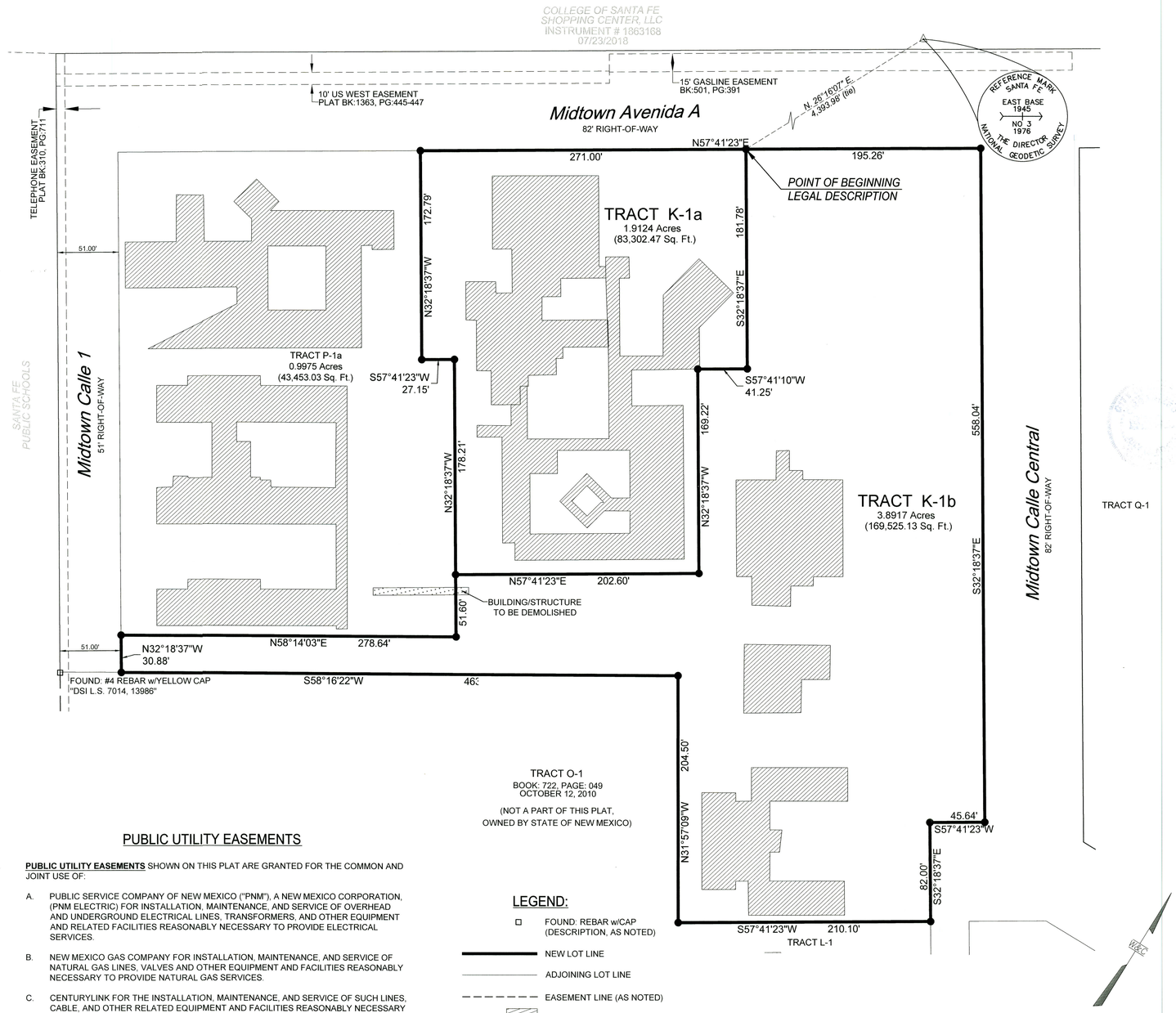
NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE.
   DISTANCES ARE GROUND DISTANCES.
   COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0)
   BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984",
   BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. EXISTING NON-CONFORMING STRUCTURES CAN REMAIN THE SAME ON SEPARATE LOTS.
7. ANY "CHANGE OF USE" STRUCTURES WILL HAVE TO CONFORM TO THE CURRENTLY ADOPTED FIRE CODE AND ORDINANCES BY THE CITY OF SANTA FE.
8. ANY NEW CONSTRUCTION WILL HAVE TO CONFORM TO THE CURRENTLY ADOPTED FIRE CODE AND ORDINANCES BY THE CITY OF SANTA FE.
9. ANY EXISTING FIRE APPARATUS ACCESS ROADS AND EASEMENTS WILL HAVE TO REMAIN OR CHANGES WILL HAVE TO HAVE THE CITY FIRE MARSHALS OFFICE APPROVAL.
10. EACH LOT SHALL BE SERVED BY SEPARATE SEWER AND WATER SERVICE AT THE TIME OF DEVELOPMENT.
11. SEPARATE WATER SERVICE IS REQUIRED FOR EACH LEGAL LOT OF RECORD. AN AGREEMENT FOR METERED SERVICE (AMS) WILL BE REQUIRED TO INSTALL NEW SERVICES.

REFERENCED DOCUMENTS:

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

1. PLAT OF SURVEY ENTITLED, "REPLAT PREPARED FOR THE COLLEGE OF SANTA FE", recorded SEPTEMBER 14, 2006 in PLAT BOOK 707, PAGE 050-051.
2. DIVISION PLAT FOR THE COLLEGE OF SANTA FE, recorded MAY 19, 2006 in PLAT BOOK 682, PAGE 06.
3. REPLAT FOR COLLEGE OF SANTA FE, recorded JANUARY 2, 2006 in PLAT BOOK 672, PAGE 33.
4. REPLAT FOR COLLEGE OF SANTA FE, recorded SEPTEMBER 19, 2006 in PLAT BOOK 635, PAGE 46, 47.
5. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in PLAT BOOK 722, PAGE 049.
6. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in BOOK 719, PAGE 044.
7. BOUNDARY EASEMENT SURVEY PLAT FOR COLLEGE OF SANTA FE, recorded JULY 15, 2010 in BOOK 719, PAGE 047.
8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 735, PAGE 045.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
11. PLAT OF EASEMENT SURVEY FOR COLLEGE OF THE CHRISTIAN BROTHERS OF NEW MEXICO, recorded 08/17/ 2009.
12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.
14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK , filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.



LEGEND:

- FOUND: REBAR w/CAP (DESCRIPTION, AS NOTED)
- NEW LOT LINE
- ADJOINING LOT LINE
- EASEMENT LINE (AS NOTED)
- BUILDING
- BUILDING/STRUCTURE TO BE DEMOLISHED
- ALL CORNERS IDENTIFIED ARE 5/8" REBAR WITH CAP STAMPED, "BM ARAGON, PS 15268", UNLESS OTHERWISE INDICATED.

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 ft.

PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:

A. PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), A NEW MEXICO CORPORATION, (PNM ELECTRIC) FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMERS, AND OTHER EQUIPMENT AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICES.

B. NEW MEXICO GAS COMPANY FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS SERVICES.

C. CENTURYLINK FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES.

D. CENTURYLINK FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE SERVICES.

INCLUDED, IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE WITHIN THE EASEMENT, CHANGE, REMOVE, REPLACE, MODIFY, RENEW, OPERATE AND MAINTAIN FACILITIES FOR PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENTS, WITH THE RIGHT AND PRIVILEGE OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF GRANTOR FOR THE PURPOSES SET FORTH HEREIN AND WITH THE RIGHT TO UTILIZE THE RIGHT OF WAY AND EASEMENT TO EXTEND SERVICES TO CUSTOMERS OF GRANTEE, INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRIC TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN, POOL (ABOVEGROUND OR SUBSURFACE), HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO OR NEAR EASEMENTS SHOWN ON THIS PLAT.

EASEMENTS FOR ELECTRIC TRANSFORMER/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN (10) FEET IN FRONT OF TRANSFORMER/SWITCHGEAR DOORS AND FIVE (5) FEET ON EACH SIDE.

DISCLAIMER

IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM) AND NEW MEXICO GAS COMPANY (NMGC) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM AND NMGC DO NOT WAIVE OR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH MAY HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT OR OTHER DOCUMENT AND WHICH ARE NOT SPECIFICALLY DESCRIBED AND SHOWN ON THIS PLAT.

UTILITY COMPANY APPROVALS:

NEW MEXICO GAS COMPANY — DATE: 2/4/2025

SANTA FE WATER DIVISION — DATE: 2/3/2025

PUBLIC SERVICE COMPANY OF NEW MEXICO — DATE: 2/6/2025

CENTURYLINK — DATE: 2/6/2025

SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

BENJAMIN M. ARAGON N.M.P.L.S. #15268

1-31-25
DATE

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR 1-31-25

STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

CREATE TRACTS K-1A AND K-1B FROM EXISTING TRACT K-1.

AFFIDAVIT: * Lot Split

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED OWNER HAS CAUSED THE LANDS SHOW ON THIS DOCUMENT TO BE ~~REPLATTED~~. THE ~~REPLAT~~ IS MADE WITH THE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER. THIS ~~REPLAT~~ CONTAINS 5.7850 ACRES MORE OR LESS. ALL TRACTS SHOWN HERE ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. ALL ROADS AND UTILITIES ARE DEDICATED TO THE CITY FOR PUBLIC USE.
THIS ~~REPLAT~~ LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: City of Santa Fe.

BY: ALAN M. WEBBER, MAYOR — DATE: 2/11/2025

CITY CLERK: Andrea Salazar — DATE: 2/11/2025

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS 11th DAY OF February, 2025.

NOTARY PUBLIC — MY COMMISSION EXPIRES 3/25/25

REVIEWED BY SANTA FE COUNTY:

COUNTY TREASURER — DATE: 02/12/25

CASE NUMBER:

Tract	Case #
Tract K-1a & K-1b	2024-9391

REVIEWED BY CITY OF SANTA FE:

CITY ENGINEER FOR LAND USE — DATE: 2/11/25

CITY PLANNER — DATE: 2-11-25

COUNTY OF SANTA FE) SS
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the 12th day of February, 2025 A.D. at 2:59 o'clock PM, and was duly recorded in book 921, page(s) 19 of the records of Santa Fe County.

Witness my Hand and Seal of office
KATHARINE E. CLARK
County Clerk, Santa Fe county, N.M.

Deputy

County Clerk Seal

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com

INDEXING INFORMATION FOR THE COUNTY CLERK

OWNER: CITY OF SANTA FE

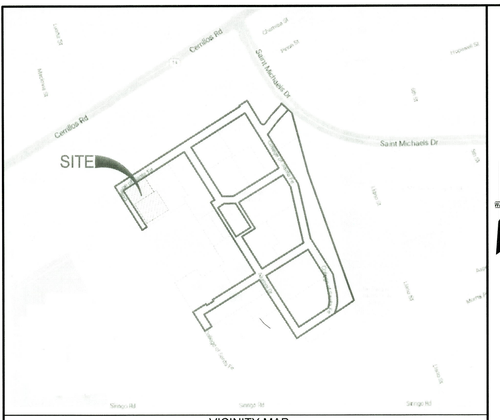
LOCATION: WITHIN PROJECTED SECTION 34, T.17N., R.9E., N.M.P.M. CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

SHEET 1 OF 1

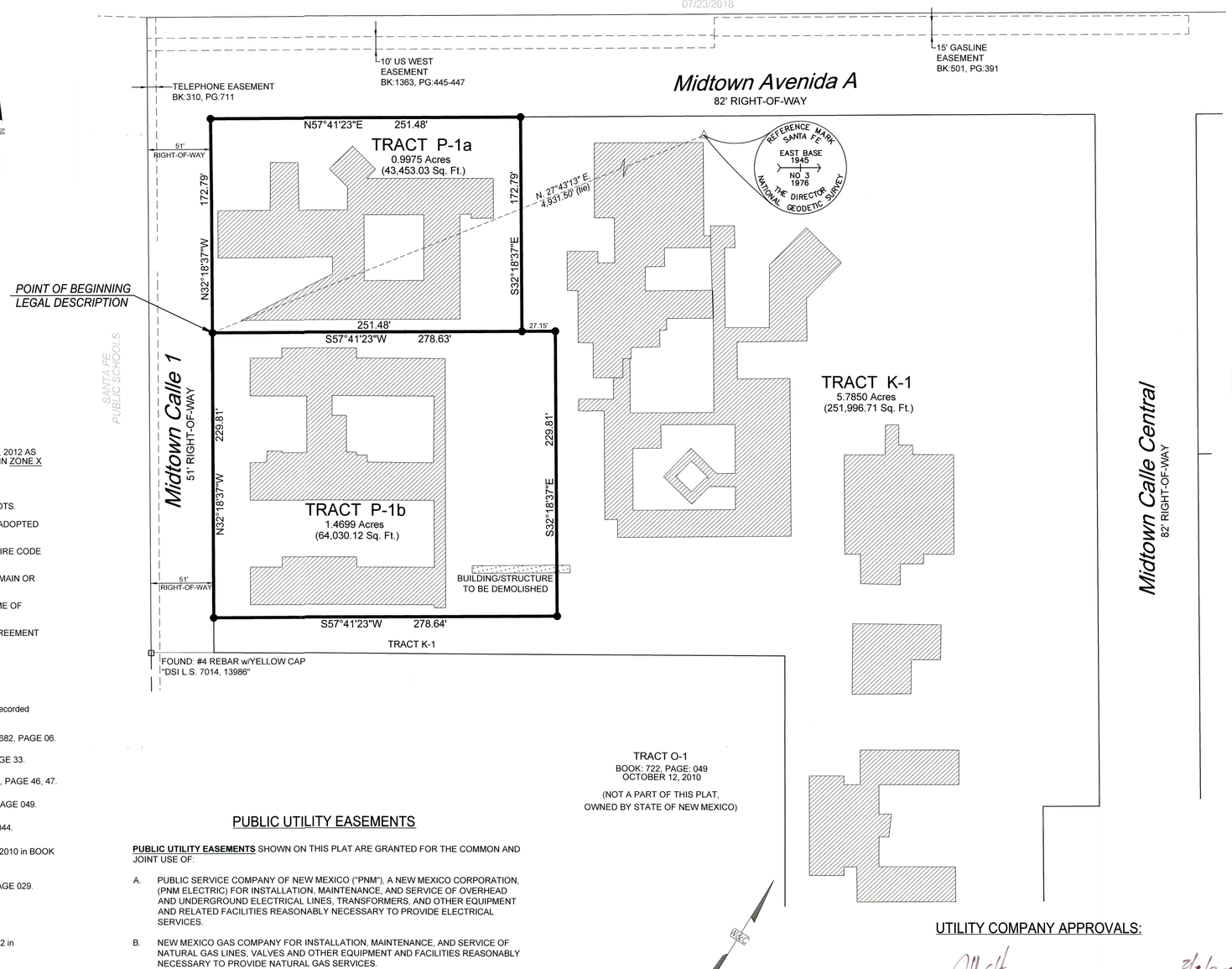
921-22

Lot Split to create TRACTS P-1a and P-1b OF EXISTING TRACT P-1

within Projected Section 34, T.17N., R.9E., N.M.P.M.
Midtown Site
Santa Fe County, New Mexico
November 2024



VICINITY MAP
N.T.S.



NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE.
   DISTANCES ARE GROUND DISTANCES.
   COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0)
   BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984",
   BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. EXISTING NON-CONFORMING STRUCTURES CAN REMAIN THE SAME ON SEPARATE LOTS.
7. ANY "CHANGE OF USE" STRUCTURES WILL HAVE TO CONFORM TO THE CURRENTLY ADOPTED FIRE CODE AND ORDINANCES BY THE CITY OF SANTA FE.
8. ANY NEW CONSTRUCTION WILL HAVE TO CONFORM TO THE CURRENTLY ADOPTED FIRE CODE AND ORDINANCES BY THE CITY OF SANTA FE.
9. ANY EXISTING FIRE APPARATUS ACCESS ROADS AND EASEMENTS WILL HAVE TO REMAIN OR CHANGES WILL HAVE TO HAVE THE CITY FIRE MARSHALS OFFICE APPROVAL.
10. EACH LOT SHALL BE SERVED BY SEPARATE SEWER AND WATER SERVICE AT THE TIME OF DEVELOPMENT.
11. SEPARATE WATER SERVICE IS REQUIRED FOR EACH LEGAL LOT OF RECORD. AN AGREEMENT FOR METERED SERVICE (AMS) WILL BE REQUIRED TO INSTALL NEW SERVICES.

REFERENCED DOCUMENTS:

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

1. PLAT OF SURVEY ENTITLED, "REPLAT PREPARED FOR THE COLLEGE OF SANTA FE", recorded SEPTEMBER 14, 2006 in PLAT BOOK 707, PAGE 050-051.
2. DIVISION PLAT FOR THE COLLEGE OF SANTA FE, recorded MAY 19, 2006 in PLAT BOOK 682, PAGE 06.
3. REPLAT FOR COLLEGE OF SANTA FE, recorded JANUARY 2, 2006 in PLAT BOOK 672, PAGE 33.
4. REPLAT FOR COLLEGE OF SANTA FE, recorded SEPTEMBER 19, 2006 in PLAT BOOK 635, PAGE 46, 47.
5. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in PLAT BOOK 722, PAGE 049.
6. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in BOOK 719, PAGE 044.
7. BOUNDARY EASEMENT SURVEY PLAT FOR COLLEGE OF SANTA FE, recorded JULY 15, 2010 in BOOK 719, PAGE 047.
8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 735, PAGE 045.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
11. PLAT OF EASEMENT SURVEY FOR COLLEGE OF THE CHRISTIAN BROTHERS OF NEW MEXICO, recorded 08/17/ 2009.
12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.
14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK , filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.

PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:

A. PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), A NEW MEXICO CORPORATION, (PNM ELECTRIC) FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMERS, AND OTHER EQUIPMENT AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICES.

B. NEW MEXICO GAS COMPANY FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS SERVICES.

C. CENTURYLINK FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES.

D. CENTURYLINK FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE SERVICES.

INCLUDED, IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE WITHIN THE EASEMENT, CHANGE, REMOVE, REPLACE, MODIFY, RENEW, OPERATE AND MAINTAIN FACILITIES FOR PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENTS, WITH THE RIGHT AND PRIVILEGE OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF GRANTOR FOR THE PURPOSES SET FORTH HEREIN AND WITH THE RIGHT TO UTILIZE THE RIGHT OF WAY AND EASEMENT TO EXTEND SERVICES TO CUSTOMERS OF GRANTEE, INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRIC TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN, POOL (ABOVEGROUND OR SUBSURFACE), HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO OR NEAR EASEMENTS SHOWN ON THIS PLAT.

EASEMENTS FOR ELECTRIC TRANSFORMER/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN (10) FEET IN FRONT OF TRANSFORMER/SWITCHGEAR DOORS AND FIVE (5) FEET ON EACH SIDE.

DISCLAIMER

IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM) AND NEW MEXICO GAS COMPANY (NMGC) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM AND NMGC DO NOT WAIVE OR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH MAY HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT OR OTHER DOCUMENT AND WHICH ARE NOT SPECIFICALLY DESCRIBED AND SHOWN ON THIS PLAT.

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

LEGEND:

- FOUND: REBAR w/CAP (DESCRIPTION, AS NOTED)
- NEW LOT LINE
- ADJOINING LOT LINE
- EASEMENT LINE (AS NOTED)
- BUILDING
- BUILDING/STRUCTURE TO BE DEMOLISHED
- ALL CORNERS IDENTIFIED ARE 5/8" REBAR WITH CAP STAMPED, "BM ARAGON, PS 15268", UNLESS OTHERWISE INDICATED.

UTILITY COMPANY APPROVALS:

NEW MEXICO GAS COMPANY — DATE: 2/6/2025

SANTA FE WATER DIVISION — DATE: 2/7/2025

PUBLIC SERVICE COMPANY OF NEW MEXICO — DATE: 2/6/2025

CENTURYLINK — DATE: 2/6/2025

SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

BENJAMIN M. ARAGON N.M.P.L.S. #15268

2-31-25
DATE

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR

SHEET 1 OF 1

STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

CREATE TRACTS P-1a AND P-1b, FROM EXISTING TRACT P-1.

AFFIDAVIT:

* Lot Split

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED OWNER HAS CAUSED THE LANDS SHOW ON THIS DOCUMENT TO BE ~~REPLATTED~~. THE ~~REPLAT~~ IS MADE WITH THE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER. THIS ~~REPLAT~~ CONTAINS 2.1914 ACRES MORE OR LESS. ALL TRACTS SHOWN HERE ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. ALL ROADS AND UTILITIES ARE DEDICATED TO THE CITY FOR PUBLIC USE.
THIS ~~REPLAT~~ LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: City of Santa Fe.

BY: ALAN M. WEBBER, MAYOR — DATE: 2/11/2025

CITY CLERK: Andrea Salazar — DATE: 2/11/2025

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS 11th DAY OF February, 2025.

NOTARY PUBLIC — MY COMMISSION EXPIRES 3/25/25

JAMES J. VIGIL
Notary Public - State of New Mexico
Commission # 1132790
My Comm. Expires Mar 25, 2025

REVIEWED BY SANTA FE COUNTY:

COUNTY TREASURER — DATE: 02/12/25

CASE NUMBER:

Tract	Case #
Tract P-1a & P-1b	2024-9396

REVIEWED BY CITY OF SANTA FE:

CITY ENGINEER FOR LAND USE — DATE: 2/11/25

CITY PLANNER — DATE: 2-11-25

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO #2052449
I hereby certify that this instrument was filed for record on the 12th day of February, 2025 A.D. at 2:59 o'clock PM and was duly recorded in book 921, page(s) 22 of the records of Santa Fe County.

Witness my Hand and Seal of office
KATHARINE E. CLARK
County Clerk, Santa Fe county, N.M.

Deputy

County Clerk
Seal

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com

INDEXING INFORMATION FOR THE COUNTY CLERK

OWNER: CITY OF SANTA FE

LOCATION: WITHIN PROJECTED SECTION 34, T.17N., R.9E., N.M.P.M. CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

EXHIBIT C

ORGANIZATIONAL STRUCTURE AND CONTROL PARTIES

FIRST AMENDED AND RESTATED OPERATING AGREEMENT
MIDTOWN ARTS AND DESIGN ALLIANCE LLC
A NEW MEXICO LIMITED LIABILITY COMPANY

THIS AMENDED AND RESTATED OPERATING AGREEMENT is made as of November 7, 2024, by Santa Fe Art Institute, a New Mexico nonprofit corporation, as the sole member ("Member") of Midtown Arts And Design Alliance LLC, a New Mexico limited liability company (the "Company").

WHEREAS, the Company was formed on August 31, 2023; and

WHEREAS, the Articles of Organization (as defined below) provided that the affairs of the Company shall be governed by a written operating agreement; and

WHEREAS, the Company executed an operating agreement dated November 7, 2023; and

WHEREAS the Member wishes to amend and restate the Operating Agreement as set forth herein to provide for more autonomy from the affairs of the Member;

NOW, THEREFORE, the Member and the Company agree as follows:

ARTICLE 1. **DEFINITIONS.**

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

1.01 "Act" means the New Mexico Limited Liability Company Act then in effect.

1.02 "Articles" means the Certificate of Organization for the Company originally filed with the New Mexico Secretary of State, and as amended from time to time.

1.03 "Capital Contributions" means the amount of money and the fair market value of any property other than money contributed to the Company by a Member with respect to such Member's Interest in the Company.

1.04 "Cash Flow" means with respect to any given period, the cash proceeds received from the Company from the sale, other disposition or refinancing of any or all of the Property (including payments of principal and interest on obligations received by the Company in connection with such sale or other disposition) in excess of amounts necessary to discharge Company obligations with respect to such Property, plus the net income of the Company as determined for federal income tax purposes, increased by cost recovery and other deductions used in determining such net income that do not involve cash expenditures, and decreased by debt service payments, and expenditures required to be capitalized for federal income tax purposes.

1.05 "Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

1.06 "Company" means Midtown Arts and Design Alliance LLC, a New Mexico limited liability company.

1.07 "Entity" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association.

1.08 "Initial Capital Contributions" means the amount of Capital Contributions set forth on

Exhibit A attached hereto and incorporated herein.

1.09 "Member" means Santa Fe Art Institute.

1.10 "Membership Interest" means the ownership interest of a Member in the Company at any particular time, including the right of the Member to any and all benefits to which such Member may be entitled as provided in this Agreement or the Act, together with the obligations of such Member to comply with all the terms and provisions of this Agreement and the Act. Such Interest of a Member shall, except as specifically provided herein, be the percentage of the aggregate of such benefits or obligations specified in this Agreement as such Member's Percentage Interest.

1.11 "Operating Agreement" means this operating agreement as originally executed and as amended from time to time in accordance herewith and with the Act.

1.12 "Percentage Interest" means the percentage interest of the Member.

1.13 "Person" means any individual or entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

1.14 "Property" means all real and personal property, tangible or intangible, owned by the Company.

1.15 "Regulations" means the federal income tax regulations, including temporary (but not proposed) regulations, promulgated under the Code.

1.16 "Substitute Member" means any Person who or which is admitted to the Company as a substitute Member.

ARTICLE 2. **FORMATION OF COMPANY.**

2.01 Formation. The Company was organized as a New Mexico limited liability company on August 31, 2023, under and pursuant to the Act.

2.02 Name. The name of the Company is Midtown Arts and Design Alliance LLC, a New Mexico limited liability company.

2.03 Principal Place of Business. The principal place of business of the Company shall be at 1600 St. Michaels Drive, Santa Fe, NM 87505. The Company may locate its places of business and registered office at any other place or places as the Member from time to time may deem advisable.

2.04 Registered Office and Registered Agent. The name and address of the Company's registered agent in the State of New Mexico is as set forth in the Company's Articles of Organization. The registered agent may be changed from time to time by the Member upon the filing of the name and address of the new registered agent with the New Mexico Secretary of State pursuant to the Act.

2.05 Certificate of Organization. The Certificate of Organization is hereby adopted and incorporated by reference in this Operating Agreement. In the event of any inconsistency between the Certificate of Organization and this Operating Agreement, the terms of the Certificate of Organization shall govern.

2.06 Term. The term of this Operating Agreement shall terminate upon the will of the Member, or,

upon the dissolution of the Company.

ARTICLE 3. **BUSINESS OF COMPANY.**

3.01 Permitted Businesses. The business of the Company shall be:

(a) Property and project management and related activities;

(b) To exercise all other powers necessary to reasonably be connected with the Company's business which may legally be exercised by limited liability companies under the Act; and

(c) To engage in all activities necessary, customary, convenient or incident to any of the foregoing.

ARTICLE 4. **CONTRIBUTIONS TO THE COMPANY.**

4.01 Original Capital Contribution. The Initial Capital Contributions to the Company by the Member shall be made concurrently with its respective execution and delivery of this Operating Agreement in the dollar amounts set forth in **Exhibit A**. The Member shall have the right, but not the obligation, to make such additional capital contributions as the Member, in its sole discretion, shall determine.

4.02 Withdrawal or Reduction of Member's Contribution to Capital.

(a) The Member shall not receive out of the Company's Property any part of such Member's contributions to capital until all liabilities of the Company, except liabilities to Member on account of its contribution to capital, have been paid or there remains Property of the Company sufficient to pay it.

(b) The Member, irrespective of the nature of its contribution, has the right to demand and receive only cash in return for such Member's contribution to capital.

4.03 Additional Capital Contributions. Except with respect to the Initial Capital Contribution and as otherwise provided for herein or under the Act, the Member shall not be obligated to make any additional Capital Contributions to the Company. If the Company needs additional capital to meet its obligations, the Company may borrow all or part of such additional capital from any source, including, without limitation, the Member. The Member shall not be obligated to make a loan to the Company.

4.04 No Third-Party Beneficiaries. The provisions of this Article ARTICLE 4 are not intended to be for the benefit of and shall not confer any rights on any creditor or other Person (other than the Member in such Member's capacity as Member) to whom any debts, liabilities or obligations are owed by the Company or the Member.

4.05 Miscellaneous.

(a) No Interest on Capital Contribution. The Member shall not be entitled to and shall not receive interest on such Member's Capital Contribution.

(b) No Withdrawal of Capital Contribution. The Member may not withdraw any capital from the capital of the Company except as expressly provided herein or under the Act.

ARTICLE 5. **ALLOCATIONS.**

All profits and losses shall be allocated according to the Percentage Interest of the Member. Prior to admitting any additional members, the Member shall amend this Operating Agreement to comply with the provisions of subchapter K of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder.

ARTICLE 6. **DISTRIBUTIONS; CASH FLOW.**

Except when the Company is in the process of dissolution and winding up as provided in Article 12 of this Operating Agreement, the Member from time to time shall determine and distribute Cash Flow to the Member, subject to such reasonable reserves as the Member may determine.

ARTICLE 7. **BOOKS, RECORDS AND ACCOUNTING.**

7.01 Books and Records. The Company shall maintain at its principal place of business books of account that accurately record all items of income and expenditure relating to the business of the Company, and that accurately and completely disclose the results of the operations of the Company.

7.02 Tax Returns. The Member shall cause independent certified public accountants of the Company to prepare and timely file all required information or tax returns of the Company.

ARTICLE 8. **MANAGEMENT.**

8. 01 Management and Authority. The operations, business, and affairs of the Company shall be managed by the Manager, who shall have full authority, power, and discretion to make all decisions with respect to the Company's business and to perform such other services and activities as set forth in this Agreement, with the exception of Member approval required prior to entering into contracts equal or exceeding $100,000. The Manager shall be an agent of the Company for its business purposes. The Manager may bind the Company in the ordinary course, provided that the Manager has approved such action in accordance with this Agreement or the Act. The Manager shall make decisions in the ordinary course of business that an ordinarily prudent Person in a similar position would take.

8.02 Manager, Appointment. The Member appoints Jamie Blosser as its Manager. The Member agrees that the Manager shall at all times have an employment agreement with the Company to serve as Manager. The Manager shall devote a reasonable amount of time and effort to the Company as necessary for its business.

8.03 Certain Powers of Manager(s). The Manager shall have the power and authority, on behalf of the Company, to:

8.02.1 acquire property in the ordinary course of the Company's business from any Person;

8.02.2 purchase life, liability and other insurance to protect the Company's property and business;

8.02.3 establish bank accounts in the name of the Company and establish the identity of all signatories entitled to draw against such accounts for the benefit of the Company;

8.02.4 employ and fix the terms of employment and termination of employment of, employees of the Company and accountants, legal counsel and consultants for the Company.

8.02.5 execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes, and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition or

disposition of the Company's property in the ordinary course of business, assignments, bills of sale, leases, agreements, and any other instruments or documents necessary, in the opinion of the Members, to the business of the Company;

8.02.6 enter into any and all other agreements on behalf of the Company with any other Person, for any purpose in the ordinary course, in such forms as the Manager(s) may approve;

8.02. 7 do and perform any and all other lawful acts as may be necessary or appropriate to conduct the Company's business.

8.04 Removal Of Manager, For Cause. Member may only remove Manager upon a for cause event ("Removal Event") with opportunity to cure as follows:

(i) if Manager has committed fraud adversely affecting the Company, the Member, or has embezzled Company funds or any portion thereof, provided that, in the case of embezzlement or fraud, if within ten (10) business days after such embezzlement or fraud is discovered by or disclosed to Manager (a) such funds are replaced, and (b) if such embezzlement or fraud is committed by an individual other than Manager, such individual is terminated, then such occurrence shall not be a Removal Event; for the avoidance of doubt, the commission of any act or conduct described in this clause by Manager shall constitute a Removal Event that is not subject to the foregoing ten (10) day cure period;

(ii) if Manager has committed an intentional material misrepresentation or willful misconduct (other than an act or conduct described in clause (i) above) materially and adversely affecting the Company, Member or any portion thereof, which is not timely cured within thirty (30) days after written notice from Memer (or, if such default is not susceptible of cure within such thirty (30) day period, within such period as is required to effect such cure, so long as Manager has commenced such cure within such thirty (30) day period;

(iii) if Manager is convicted or pleads guilty or nolo contendere to (a) any felony that involves in any material respect the Company, and/or (b) any crime involving moral turpitude or breach of trust;

(iv) a default Manager under this Agreement materially adversely affects the Company, the Member or any portion thereof, which is not timely cured within thirty (30) days after written notice from Member.

8.05 The Member is authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; and (f) the compromise or release of any of the Company's claims or debts. In the exercise of their management powers, Jamie Blosser as designee and is authorized to execute and deliver (as Member or as "Manager"). While the Member recognizes the authority and power delegated to Manager, should Manager be unavailable to exercise management powers in a timely manner, the Member may exercise any of the management powers by a majority vote of the Member's Board of Directors.

8.06 Member Has No Managerial Authority. The Member shall have no power to participate in the6management of the Company, except as expressly authorized by this Agreement.

(a) Reimbursement. The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company as agreed to in writing by the Company and the Member.

8.07 Indemnity of the Members, Employees or Agents.

(b) Exculpation. Any act or omission of the Member, the effect of which may cause or result in loss or damage to the Company or the Member if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to the Member.

(c) Indemnification. The Company shall indemnify any Person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he/she is or was a Member of the Company, Manager, employee or agent of the Company (including any Designee), or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

ARTICLE 9. **RIGHTS AND OBLIGATIONS OF MEMBERS.**

9.01 Limitation of Liability. The Member's liability shall be limited as set forth herein and in the Act and other applicable law.

9.02 Company Debt Liability. The Member will not personally be liable for any debts or losses of the Company, except as may be provided for under the Act.

9.03 Loans by Members to Company. The Member may lend money to, act as surety for or transact other business with the Company and, subject to other applicable laws, shall have the same rights and obligations with respect thereto as a Person who is not a Member, but no such transaction shall be deemed to constitute a Capital Contribution to the Company.

9.04 Outside Activity. The Member may engage in any capacity (as owner, employee, consultant or otherwise) in any activity, whether or not such activity competes with or is benefited by the business of the Company, without being liable to the Company for any income or profit derived from such activity. The Member shall not be obligated to make available to the Company any business opportunity to which the Member becomes aware.

ARTICLE 10. **MEETINGS OF MEMBERS.**

So long as Santa Fe Art Institute is the sole Member of the Company, the Company shall not be required to hold any Member meetings. If the Company should admit additional Members, the Company shall not be obligated to hold any meetings on any matter unless requested by the Members as provided in the Act or as required the Operating Agreement.

ARTICLE 11. **ADMISSION OF NEW MEMBERS.**

From the date of the formation of the Company, with the consent of the Member and subject to

applicable laws, any Person acceptable to the Member may, subject to the terms and conditions of this Operating Agreement: (a) become an additional Member in this Company by sale of new Interests for such consideration as the Member shall determine; or (b) become a Substitute Member as a transferee of a Member's Interest or any portion thereof. Prior to admitting any additional members, the Member shall amend this Operating Agreement to comply with the provisions of subchapter K of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder.

ARTICLE 12. **DISSOLUTION AND TERMINATION.**

12.01 Dissolution. Upon the will of the Member, the Company shall be dissolved upon the filing of a Certificate of Dissolution with the New Mexico Secretary of State.

12.02 Effect of Filing of Certificate of Dissolution. Upon the filing with the New Mexico Secretary of State a Certificate or Articles of Dissolution, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a Certificate of Cancellation or similar has been filed with the New Mexico Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

12.03 Distribution of Assets Upon Dissolution. In settling accounts after dissolution, the liabilities of the Company shall be entitled to payment in the following order:

(a) To creditors, in the order of priority as provided by law (except to a Member on account of its Capital Contributions); and

(b) To the Member.

12.04 Winding Up. Except as provided by law, upon dissolution, the Member shall look solely to the assets of the Company for the return of its Capital Contribution. The winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Member, who is hereby authorized to take all actions necessary to accomplish such distribution, including, without limitation, selling any Company assets the Member deems necessary or appropriate to sell.

ARTICLE 13. **MISCELLANEOUS.**

13.01 Application of New Mexico Law. This Operating Agreement, and the application of interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of New Mexico, and, specifically, the Act.

13.02 Amendments. The Member may amend this Operating Agreement in writing at any time.

13.03 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

13.04 Headings. The headings in this Operating Agreement are inserted for convenience only and in no way are intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

13.05 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

13.06 Severability. If any provision of this Operating Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.07 Heirs, Successors and Assigns. Subject to 13.08 below, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

13.08 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company. Should the Member have a creditor with a judgment that was issued an assignment of the membership interest, the creditor shall only obtain an assignment of the membership interest, not the actual transfer of Membership in the Company. The new assignee does not have any rights of the Member or have the ability to be involved in management of the Company or the right to dissolve the Company. The new assignee is only granted rights of the distributions of the Member's interests, if the Member decides to distribute at all, not the rights of membership. The assignee must release the Member's interests back to Member upon payment of the judgment in accordance with the appropriate Court.

IN WITNESS WHEREOF, the undersigned hereby execute this Operating Agreement.

MEMBER: SANTA FE ART INSTITUTE

By: Nicole Feliz Okumu (Jun 20, 2025 08:05 EDT) Date: June 15, 2025

Nicole Feliz Okumu, Chair, SFAI Board of Trustees

EXHIBIT A

INITIAL CAPITAL CONTRIBUTION AND INTEREST OF MEMBER

Name and Address	Initial Capital Contribution	Interest
Santa Fe Art Institute 1600 St. Michaels Drive, Santa Fe, NM 87505	Services	100%

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: DEC 14 1998

Santa Fe Art Institute
1600 St. Michaels Drive
Santa Fe, NM 87505-7615

Person to Contact:
Ruth Ohmer
Telephone Number:
877-829-5500
Fax Number:
513-684-5936
Federal Identification Number:
85-0404277

Dear Sir or Madam:

This is in response to your letter dated August 14, 1998, requesting a name change to your organization. We have updated our records to reflect this change.

Our records indicate that a determination letter issued in June 1997, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Santa Fe Art Institute
85-0404277

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

Please direct any questions to the person identified in the letterhead above.

This letter affirms your organization's exempt status.

Sincerely,

C. Ashley Bullard

C. Ashley Bullard
District Director

Charitable Contributions to Domestic Disregarded Entities

IRS Notice 2012-52

PURPOSE

This notice provides guidance on the deductibility of contributions to domestic single-member limited liability companies that are wholly owned and controlled by organizations described in § 170(c)(2) of the Internal Revenue Code (U.S. charities) and for federal tax purposes are disregarded as entities separate from their owners under § 301.7701-2(c)(2)(i) of the Procedure and Administration Regulations (SMLLCs).

BACKGROUND

Section 170(a) allows as a deduction any charitable contribution, as defined in § 170(c). Section 170(c)(2) in part defines the term "charitable contribution" as a contribution or gift to or for the use of a corporation, trust, or community chest, fund, or foundation--

(A) Created or organized in the United States or in any possession thereof, or under the law of the United States, any State, the District of Columbia, or any possession of the United States;

(B) Organized and operated exclusively for specified purposes, including religious, charitable, scientific, literary or educational purposes;

(C) No part of the net earnings of which inures to the benefit of any private shareholder or individual; and

(D) Which is not disqualified for tax exemption under § 501(c)(3) by reason of attempting to influence legislation or participating in a political campaign.

Section 170(b) prescribes limitations on the maximum amount deductible as a charitable contribution.

Generally, a business entity that has a single owner and is not a corporation under § 301.7701-2(b) is disregarded for federal tax purposes as an entity separate from its owner (disregarded entity). See § 301.7701-2(c)(2)(i). Section 301.7701-2(a) provides that "if the entity is disregarded, its activities are treated in the same manner as a sole proprietorship, branch, or division of the owner." A business entity (including a disregarded entity) is domestic if it is created or organized within the United States, or under the law of the United States or of any state. See § 301.7701-5(a). A U.S. charity that wholly owns a disregarded entity must treat the operations and finances of the disregarded entity as its own for tax and information reporting purposes. See Ann. 99-102, 1999-2 C.B. 545. However, for employment and certain excise tax purposes, an entity that is disregarded as separate from its owner for any purpose under § 301.7701-2 is treated as an entity separate from its owner. See § 301.7701-2(c)(2)(iv) and (v).

CONTRIBUTIONS TO DOMESTIC SMLLCs

If all other requirements of § 170 are met, the Internal Revenue Service will treat a contribution to a disregarded SMLLC that was created or organized in or under the law of the United States, a United States possession, a state, or the District of Columbia, and is wholly owned and controlled by a U.S. charity, as a charitable contribution to a branch or division of the U.S. charity. The U.S. charity is the donee

organization for purposes of the substantiation and disclosure required by §§ 170(f) and 6115. To avoid unnecessary inquiries by the Service, the charity is encouraged to disclose, in the acknowledgment or another statement, that the SMLLC is wholly owned by the U.S. charity and treated by the U.S. charity as a disregarded entity. The limitations of § 170(b) apply as though the gift were made to the U.S. charity.

EFFECTIVE DATE

This notice is effective for charitable contributions made on or after July 31, 2012. However, taxpayers may rely on this notice prior to its effective date for taxable years for which the period of limitation on refund or credit under § 6511 has not expired.

DRAFTING INFORMATION

The principal author of this notice is Susan J. Kassell of the Office of the Associate Chief Counsel (Income Tax & Accounting). For further information concerning this notice, contact Ms. Kassell at (202) 622-5020 (not a toll-free call).

STATE OF NEW MEXICO
MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE

Limited Liability Company

ONLINE ARTICLES OF ORGANIZATION

The undersigned, acting as organizer(s) of a Limited Liability Company pursuant to the New Mexico Limited Liability Company Act, adopt the following Articles of Organization:

ARTICLE ONE: The name of the Limited Liability Company is:

Midtown Arts and Design Alliance LLC

ARTICLE TWO: The period of duration is: Perpetual

ARTICLE THREE:
(1) The name of the initial registered agent at the address is:

First Name	Last Name
Jamie	Blosser

(2) The New Mexico street address of the company's initial registered agent is:

Type	Address	City	State	Zip	Country
Physical Address	1600 ST. MICHAEL'S DRIVE #31	Santa Fe	NM	87505	USA

(Post Office Box is not acceptable. Provide a description of the geographical location if a street address does not exist.)

(3) The street address of the company's principal place of business, if different from its registered agent's address is:

Address	City	State	Zip	Country
1600 ST. MICHAEL'S DRIVE #31	Santa Fe	NM	87505	USA

(4) The mailing address of the Limited Liability Company is:

Address	City	State	Zip	Country
PO Box 24044	Santa Fe	NM	87502-4044	USA

Email Address: jblosser@sfai.org

Phone: 505-424-5050

ARTICLE FOUR: (Check only if applicable):

☑ YES Management of the business and affairs of the company is vested in a manager(s).

Manager Name and address:

Name	Physical Address	Mailing Address
Santa Fe Art Institute	1600 ST. MICHAEL'S DRIVE, #31, Santa Fe, NM 87505	PO Box 24044, Santa Fe, NM 87502 - 4044

ARTICLE FIVE: (Check only if applicable):

☑ YES The Limited Liability Company is a single member Limited Liability Company.

Member Name and address:

Name	Physical Address	Mailing Address

ARTICLE SIX: If these Articles of Organization are not to be effective upon filing with the Secretary of State's Office, the effective date is *(if an effective date is specified here, it cannot be a date prior to the date the articles are received by the Secretary of State's Office.)*

Effective Date

08/31/2023

Purpose: To manage and develop the Midtown Arts and Design Alliance, a creative cultural hub with a mission to improve lives through art, design, education, service, and enterprise.

NAICS Code:

NAICS Sub Code:

Organizer(s) Printed Name(s):

(Typing the First and Last Name of the Organizer(s), is the equivalent of an electronic signature.)

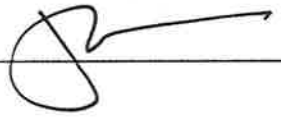
Organizer Name
Santa Fe Art Institute

MASTER TREASURY MANAGEMENT SERVICES AGREEMENT

Addendum A

Date: December 13, 2023

This addendum supercedes all prior versions. Multiple entities may be linked to a single InBusiness profile. If this arrangement is desired, the signatures of controlling individuals as designed on the corporate resolution for each entity must sign below. A single Primary Administrator will be designated for the online profile.

Customer (Business Name)	TIN	Authorized Signature	Printed Name	Email
SANTA FE ART INSTITUTE	85-0404277		Jamie Blosser	jblosser@sfai.org

As Applicable:

Additional Entities	TIN	Authorized Signature (if different from above)	Printed Name	Email
MIDTOWN ARTS AND DESIGN ALLIANCE LLC	93-3320091		jblosser@sfai.org	jblosser@sfai.org

Primary Administrator

Name	Title	Email	Phone Number
Jamie Blosser	CEO	Jamie Blosser	505.424.5050

Statement of Acceptance of Appointment by

Designated Initial Registered Agent

If the Registered Agent listed on Article Four is an individual, complete **box one.**

If the Registered Agent listed on Article Four is a corporation or LLC, complete **box two.**

Please Note: the limited liability company filing these articles cannot be listed as their own registered agent.

Box One - Individual as Registered Agent

I, _____
(Registered Agent's Printed Name)
the undersigned individual, hereby accept the appointment as initial registered agent of

_____,
(Company's Name)
the Limited Liability Company which is named in the Articles of Organization.

_____
(Registered Agent's Signature)

Box Two - Corporation or LLC as Registered Agent

I, Jamie Blosser, Executive Director and CEO
(Authorized Person's Printed Name and Title)

the undersigned individual on behalf of Santa Fe Art Institute,
(Registered Agent Corporate/ Company Name)
hereby accept the appointment as initial registered agent of

Midtown Arts and Design Alliance LLC,
(Company's Name)
the Limited Liability Company which is named in the Articles of Organization.

_____
(Authorized Person's Signature)

EXHIBIT D

LEED REQUIREMENTS

LEED v4 for Neighborhood Development Plan
Project Checklist

Project Name: **Midtown Arts & Design Alliance**
Date: **April 29, 2025**

Yes	?	No					Justification	Next Steps for Documentation
15	0	13	**Smart Location & Linkage**			28		
Y			Prereq	Smart Location		Required	Project is (1) an infill site, (2) served by existing water infrastructure, and (3) within a legally adopted redevelopment plan	Site boundary map Aerial map showing surrounding developed parcels GIS or planning map showing infrastructure (water, sewer, roads, etc.) Local zoning or comprehensive plan map (to confirm development intent)
Y			Prereq	Imperiled Species and Ecological Communities		Required	Project is not located on (1) land containing habitat for species listed as threatened or endangered OR (2) located on land identified as a sensitive ecological community.	Letter/report from a qualified ecologist or biologist confirming no presence of endangered/threatened species or critical habitat on site Habitat data from: USFWS IPaC, NatureServe, or state natural heritage programs If any habitat is present: Consultation letter from USFWS or NM Game & Fish AND Approved mitigation plan or incidental take permit (if applicable)
Y			Prereq	Wetland and Water Body Conservation		Required	Our project avoids impacts to wetlands and waterbodies.	Wetland delineation report (Corps of Engineers or qualified consultant) Map of delineated wetlands/water bodies and buffer zones (≥50 ft) Site plan showing any trails/infrastructure within buffers Description of Best Management Practices (BMPs) used for buffer encroachments
Y			Prereq	Agricultural Land Conservation		Required	Our project avoids developing on land that is currently active agricultural use AND is classified as prime farmland/is zoned for agricultural protection.	NRCS Web Soil Survey map showing farmland classifications Statement of current land use (e.g., no active agriculture) Zoning and land use maps (showing the site is not zoned for agricultural use) If impact exists: Documentation of off-site agricultural land mitigation (easement or payment)
Y			Prereq	Floodplain Avoidance		Required	Our project has no floodplain impact.	FEMA Flood Insurance Rate Map (FIRM) with project overlay Local floodplain map (if more restrictive) Site plan showing development relative to floodplain boundaries If developing within floodplain: Flood-resilient design documentation, Engineer's report showing no increase to base flood elevations, Justification (e.g., infill exception)
10			Credit	Preferred Locations		10	Option 1: Location Type (Up to 5 points) - Given its central location and existing infrastructure, the site likely qualifies as an infill site, which could earn up to 5 points under this option. Option 2: Connectivity (Up to 2 points) - If the area achieves an intersection density of ≥200 intersections per square mile, it could earn 2 points; if it's between 90 and 199 intersections per square mile, it could earn 1 point. Option 3: Designated High-Priority Locations (1 point) - This designation aligns with LEED's criteria for high-priority redevelopment areas, potentially earning 1 point under this option.	Infill Status: Provide maps and descriptions showing the site's location relative to existing development. Intersection Density: Conduct a GIS analysis to calculate the number of intersections per square mile within a ¼-mile radius of the project boundary. High-Priority Designation: Include official documentation of the MRA designation.
		2	Credit	Brownfield Remediation		2	Does not apply.	N/A
2		5	Credit	Access to Quality Transit		7	Option 1: Proximity to Transit - 1 point for being within 1/4 mile of local bus Option 2: Transit Accessibility Enhancement - 1 point for Pedestrian Improvements: Adding or enhancing pedestrian infrastructure to improve access (e.g., crosswalks, bike lanes, signage).	Site and Transit Maps: A map showing the site location relative to the nearest transit stops AND a map showing transit routes and stop locations, including bus, rail, or BRT routes. Transit Service Information: Confirmation from transit agencies that they provide service within the required distance and meet the frequency requirements for the various types of transit. Pedestrian and Bike Access: A plan showing any pedestrian improvements (e.g., new walkways, bike lanes) that enhance connectivity to transit.
1		1	Credit	Bicycle Facilities		2	1 point for bike parking.	Site Plan and Bicycle Parking Locations: A site plan showing the location of all bike parking facilities (short-term and long-term). Indicate the covered and secure bike parking areas. Include specifications for bike racks, storage facilities, and any additional amenities like showers or changing rooms for commuter cyclists.
		3	Credit	Housing and Jobs Proximity		3	This likely won't be applicable before MRDA is up and running	N/A
		1	Credit	Steep Slope Protection		1	Does not apply.	N/A
1			Credit	Site Design for Habitat or Wetland and Water Body Conservation		1	The project restores significant portions of habitat, wetland, or water body areas, or create buffer zones for protection.	A site plan showing the location of critical habitats, wetlands, or water bodies and identifying the area that will be protected, restored, or enhanced. Mapping the natural habitats or wetlands present before development and demonstrating how these areas will be preserved or restored. Documentation verifying the type of wetlands or habitats found on the site, the importance of those habitats to the local ecosystem, and any specific endangered species or unique vegetation that will benefit from protection. Restoration plan that outlines how the site will be restored to native or natural conditions.
1			Credit	Restoration of Habitat or Wetlands and Water Bodies		1	The design calls for the restoration of at least 10% of the project area, or 0.3 acres, whichever is greater, excluding land preserved in a natural condition under other LEED credits. The design uses native or adapted vegetation (preferably native to the ecoregion).	Narrative that describes: What was the previous condition? What restoration actions were taken (regrading, planting, removing invasives, reintroducing hydrology)? What is the target ecological function (e.g., pollinator habitat, riparian buffer)? Site plan that: Shows restored areas relative to the overall site. Includes habitat or wetland boundaries and buffer zones if applicable. Planting and Management Plan that includes: List of native or adapted species used. Soil preparation methods. Long-term maintenance or stewardship strategy.
		1	Credit	Long-Term Conservation Management of Habitat or Wetlands and Water Bodies		1	Does not apply.	N/A

LEED v4 for Neighborhood Development Plan
Project Checklist

Project Name: **Midtown Arts & Design Alliance**
Date: **April 29, 2025**

Yes	?	No						
12	6	22	**Neighborhood Pattern & Design**			41		
	?		Prereq	Walkable Streets	Required	**These may be hard to achieve with the VAC:** Functional building entries on at least 50% of street-facing façades. Transparent windows on at least 40% of the ground-level façade (2.5–8 feet above grade). No blank walls longer than 50 feet along sidewalks. Continuous sidewalks or equivalent paths on both sides of 90%+ of internal streets. No building setbacks larger than 25 feet on 50%+ of block length (unless public space). Ground-level uses must be pedestrian-oriented (not service/loading entrances).	Site Plan and Street Network Diagram Facade Elevations and Renderings Building Height and Street Width Diagrams Sidewalk Measurements and Details Narrative
Y			Prereq	Compact Development	Required	Achieve at least 0.5 floor-area ratio (FAR) on buildable land for nonresidential use.	Site plan with land use breakdown Density calculations Narrative
Y			Prereq	Connected and Open Community	Required	Through Connections: (1) Our project avoids physical barriers to connections in and out of the site, and (2) has one non-motorized through-connection every 800 feet. Our project has no gated access. Our internal streets allow for reasonable pedestrian and bike circulation through the site. Our perimeter is unfenced.	Project boundary and street network map Connectivity diagram/block plan Narrative Renderings
3		6	Credit	Walkable Streets	9	1 point for architectural variety of 50% or more of street-facing facades 1 point for 8ft sidewalk widths 1 point for trees at 50 ft intervals	Site and street sections showing height-to-width ratios Façade diagrams with transparency, entry locations Sidewalk and tree layout plans Narrative summary or checklist
2		4	Credit	Compact Development	6	2 point for >0.75 FAR	Final site plan or phasing plan Updated calculations showing average project-wide density
	4		Credit	Mixed-Use Neighborhoods	4	We have 5 of the following qualifying uses: - Services, Civic, Education, Cultural, Office/Employment Center **(this category only counts if housing is developed nearby but we should double-check)**	Map with ¼-mile walkable network radius Use Type List Narrative or Table Plans or Agreements (if uses are planned but not built)
		7	Credit	Housing Types and Affordability	7	Does not apply.	N/A
1			Credit	Reduced Parking Footprint	1	No more than 20% of street frontage within the project is occupied by off-street surface parking lots. Surface parking must be behind or to the side of buildings, never between the building and the street AND Parking must be visually screened (landscaping, fencing, etc.). Parking must be shared among uses, not assigned to individual buildings unless justified (e.g., residential overnight).	Site plan or rendering showing parking lot locations, screening, and relationship to buildings Calculation of street frontage occupied by off-street surface parking Narrative or parking management plan showing shared-use strategy Zoning documentation or variance if shared parking isn't typical in your jurisdiction
2			Credit	Connected and Open Community	2	1 point for Connecting the project to adjacent developments (residential, commercial, etc.) through pedestrian, bicycle, and vehicular access. 1 point for providing public access to one or more open spaces or public amenities (parks, plazas, trails, etc.) within walking distance (¼ mile from the project boundary).	Site plan indicating pedestrian, cycle, and vehicular access points to surrounding neighborhoods or developments AND showing open space locations (public parks, plazas, trails) and public amenities within walking distance (¼ mile for open spaces, ½ mile for amenities). Connectivity diagram Narrative description
		1	Credit	Transit Facilities	1	Does not apply.	N/A
		2	Credit	Transportation Demand Management	2	Does not apply.	N/A
1			Credit	Access to Civic & Public Space	1	The project provides direct access to one or more public space.	Site Plan or Map showing the location of the civic or public space(s) in relation to the project. Draw a ½-mile walking radius from the project boundary to illustrate how close public spaces are to the development. Narrative Renderings
		1	Credit	Access to Recreation Facilities	1	Does not apply.	N/A
1			Credit	Visitability and Universal Design	1	The project must provide accessible pathways that connect key public spaces (like building entrances, sidewalks, and plazas) to public streets and transit stations, ensuring that they are usable by people with disabilities. Main building entrances must be accessible and free from barriers such as stairs, requiring no special assistance or equipment to enter. Wide doors, lever style handles, accessible thresholds All common areas are fully accessible	Site plan and accessibility map Building floor plans indicating universal design features Narrative Drawing sheets showing ADA compliance
1			Credit	Community Outreach and Involvement	2	The development includes an early and formalized community engagement process that includes: public meetings, workshops, surveys, engagement with local organizations AND incorporates community feedback The project also has an ongoing communication strategy throughout the development process	Community outreach plan Meeting documentation Examples of feedback integration Ongoing communicatoin strategy
		1	Credit	Local Food Production	1	Does not apply (1/2 acre threshold).	N/A
	2		Credit	Tree-Lined and Shaded Streetscapes	2	This category will only count if the City invests in its street trees.	Streetscape design Planting plan/tree species list Narrative
1			Credit	Neighborhood Schools	1	Project is within a 1/2 mile of Nava Elementary School and Milagro Middle School.	Site plan and access map Pedestrian and bicycle access plan Narrative

LEED v4 for Neighborhood Development Plan
Project Checklist

Project Name: **Midtown Arts & Design Alliance**
Date: **April 29, 2025**

Yes	?	No					Justification	Next Steps for Documentation
11	9	9	**Green Infrastructure & Buildings**			30		
Y			Prereq	Certified Green Building	Required		**The project must go through LEED certification.**	Provide a copy of the LEED certification.
Y			Prereq	Minimum Building Energy Performance	Required		10% better than the local energy code The building incorporates energy-efficient design strategies, such as improved insulation, high-efficiency HVAC systems, energy-efficient lighting, and advanced building materials that reduce heating and cooling loads. An energy model demonstrating compliance is verified by a licensed professional.	Energy Modeling Report Compliance Veritification Energy Code Compliance Documentation Energy Performance Calculation Forms
Y			Prereq	Indoor Water Use Reduction	Required		20% water use reduction compared to WaterSense baseline Use of high-efficiency fixtures	Water Efficiency Calculations or Documentation Fixture Specifications Manufacturer Cut Sheets
Y			Prereq	Construction Activity Pollution Prevention	Required		Erosion and Sedimentation Control Plan (ESC Plan) Best Management Practices (BMPs) Compliance with Local or National Guidelines Monitoring and Documentation	Erosion and Sedimentation Control (ESC) Plan Best Management Practices (BMPs) Approval or review letters from local regulatory agencies Monitoring and Inspection Reports
1	4		Credit	Certified Green Buildings	5		We'll at least get 1 point here because the building has to be certified.	Provide a copy of the LEED certification.
2			Credit	Optimize Building Energy Performance	2		2 points: A minimum 10% improvement in energy performance compared to the baseline of ASHRAE 90.1-2010	Energy Modeling Report Systems Specifications Energy Management Plan
1			Credit	Indoor Water Use Reduction	1		1 point: Achieve a 30% reduction in indoor water use compared to the baseline using WaterSense or	Water Use Calculation Report
2			Credit	Outdoor Water Use Reduction	2		2 points: Achieve a 50% reduction in outdoor water use compared to the baseline.	Water Use Calculation Report Irrigation System Design Planting Plan and Species List Rainwater Harvesting and Other Water Sources
1			Credit	Building Reuse	1		1 point: Achieve at least 50% of the existing building's structure and envelope (exterior walls, roof, and floors) is reused in the project.	Building Reuse Report Architectural Plans and Drawings Deconstruction Plan (if applicable)
		2	Credit	Historic Resource Preservation and Adaptive Reuse	2		Does not apply.	N/A
1			Credit	Minimized Site Disturbance	1		The project must limit the amount of site disturbance to less than 40% of the project site	Site Disturbance Plan
3			Credit	Rainwater Management	3		1 point is awarded for managing runoff from impervious surfaces and implementing basic stormwater management strategies. 2 points are awarded for 50% reduction in runoff from the site. 3 points are awarded for 100% reduction of runoff or achieving the highest standards in stormwater management and water quality.	Rainwater Management Plan Stormwater Calculations Maintenance Plan
		1	Credit	Heat Island Reduction	1		Does not apply.	N/A
		1	Credit	Solar Orientation	1		Does not apply.	N/A
	3		Credit	Renewable Energy Production	3		3 points for 30% or more of energy needs met by renewable sources	Energy Production Plan
		1	Credit	District Heating and Cooling	2		Does not apply.	N/A
		1	Credit	Infrastructure Energy Efficiency	1		Does not apply.	N/A
		2	Credit	Wastewater Management	2		Does not apply.	N/A
	1		Credit	Recycled and Reused Infrastructure	1		Need to look into this further.	
		1	Credit	Solid Waste Management	1		Does not apply.	N/A
	1		Credit	Light Pollution Reduction	1		Need to look into this further.	

LEED v4 for Neighborhood Development Plan
Project Checklist

Project Name **Midtown Arts & Design Alliance**
Date: **April 29, 2025**

Yes	?	No						
1	**5**	**0**	**Innovation & Design Process**		**6**			
	5		Credit	Innovation	5	This seems very subjective; WE must prove how the project is innovative. Could be: Regenerative Landscape Practices Cultural Sustainability & Community Engagement Carbon Neutrality or Beyond	Innovation Strategy or Concept Description Exemplary Performance Documentation Verification of Outcomes
1			Credit	LEED® Accredited Professional	1	I (Mayrah) am a LEED Accredited Professional so we can claim this point.	LEED AP ND Credential Verification Team Role Description
0	**0**	**4**	**Regional Priority Credits**		**4**		
		1	Credit	Regional Priority Credit: Region Defined	1	I haven't looked into what these are for NM.	N/A
		1	Credit	Regional Priority Credit: Region Defined	1	I haven't looked into what these are for NM.	N/A
		1	Credit	Regional Priority Credit: Region Defined	1	I haven't looked into what these are for NM.	N/A
		1	Credit	Regional Priority Credit: Region Defined	1	I haven't looked into what these are for NM.	N/A
39	**20**	**48**	**PROJECT TOTALS (Certification estimates)**		109		

Certified: 40-49 points, **Silver:** 50-59 points, **Gold:** 60-79 points, **Platinum:** 80+ points

EXHIBIT E

FORM OF BOND

_____ INSURANCE COMPANY
QUASI-PUBLIC IMPROVEMENTS PERFORMANCE BOND

Bond No. _____
Initial Premium $ _____
Subject to Renewal

KNOW ALL BY THESE PRESENTS: That _____, a _____ ("Principal") and _____, a corporation duly authorized under the laws of the State of New Mexico to become surety on bonds and undertakings ("Surety"), are held and firmly bound unto the City of Santa Fe, New Mexico ("Obligee"), in the full and just sum _____ Dollars and _____Cents ($_____) lawful money of the United States of America, to be paid to Obligee, its successors or assigns; for which payment, well and truly to be made, Principal and Surety bind themselves, their heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, Principal and Obligee have entered into that certain Ground Lease and Development Agreement, effective _____ ___, 20__ (the "Agreement") whereby Principal agrees to install and complete certain designated quasi-public improvements according to the Agreement. is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the terms of the Agreement.

Now, if Principal, its successors or assigns, shall perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Principal is responsible for all taxes and other costs incurred in fulfilling the requirements of the Agreement. As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable

attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This bond is enforceable without the need to have recourse to any judicial or arbitral proceeding.

Surety is authorized with the New Mexico Secretary of State to do business in the State of New Mexico, and its registered agent in the State of New Mexico is _____. The appointment of said agent shall remain in place for the entire duration of this bond.

Notice required by or provided pursuant to this bond shall be given in writing to the representatives identified herein. Notice shall be effective upon personal delivery to any such representative or seven (7) business days after deposit, postage prepaid and registered or certified, in an official receptacle of the U.S. Postal Service. Notice to the City of Santa Fe shall be made to the Planning and Land Use Director at 200 Lincoln Avenue, Santa Fe, New Mexico 87504.

The laws of the State of New Mexico shall govern the interpretation, validity, performance and enforcement of this this bond. In the case of any controversy or dispute in the interpretation, validity, performance or enforcement of this bond, the exclusive venue shall be the New Mexico First Judicial District Court, Santa Fe County, New Mexico. Surety and Principal consent to the venue and the jurisdiction of such court.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized [Attorney-in-Fact] at ____, this _____day of_____.

PRINCIPAL:

_____, a

_____

By:

SURETY:

_____, a
_____

By:

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this PERFORMANCE BOND as of the date of the signature by the required approval authorities below.

Acknowledged and Accepted for Compliance with LUD Case No.: 2022-5393, as per Planning Commission decision dated _____ ___, 20__:

City of Santa Fe

By: _____ _____
City Engineer Date
City of Santa Fe Land Use Department

EXHIBIT E

FORM OF BOND

_____ INSURANCE COMPANY
QUASI-PUBLIC IMPROVEMENTS PERFORMANCE BOND

Bond No. _____
Initial Premium $ _____
Subject to Renewal

KNOW ALL BY THESE PRESENTS: That _____, a _____ ("Principal") and _____, a corporation duly authorized under the laws of the State of New Mexico to become surety on bonds and undertakings ("Surety"), are held and firmly bound unto the City of Santa Fe, New Mexico ("Obligee"), in the full and just sum _____ Dollars and _____Cents ($_____) lawful money of the United States of America, to be paid to Obligee, its successors or assigns; for which payment, well and truly to be made, Principal and Surety bind themselves, their heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, Principal and Obligee have entered into that certain Ground Lease and Development Agreement, effective _____ ___, 20__ (the "Agreement") whereby Principal agrees to install and complete certain designated quasi-public improvements according to the Agreement. is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the terms of the Agreement.

Now, if Principal, its successors or assigns, shall perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Principal is responsible for all taxes and other costs incurred in fulfilling the requirements of the Agreement. As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable

attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This bond is enforceable without the need to have recourse to any judicial or arbitral proceeding.

Surety is authorized with the New Mexico Secretary of State to do business in the State of New Mexico, and its registered agent in the State of New Mexico is _____. The appointment of said agent shall remain in place for the entire duration of this bond.

Notice required by or provided pursuant to this bond shall be given in writing to the representatives identified herein. Notice shall be effective upon personal delivery to any such representative or seven (7) business days after deposit, postage prepaid and registered or certified, in an official receptacle of the U.S. Postal Service. Notice to the City of Santa Fe shall be made to the Planning and Land Use Director at 200 Lincoln Avenue, Santa Fe, New Mexico 87504.

The laws of the State of New Mexico shall govern the interpretation, validity, performance and enforcement of this this bond. In the case of any controversy or dispute in the interpretation, validity, performance or enforcement of this bond, the exclusive venue shall be the New Mexico First Judicial District Court, Santa Fe County, New Mexico. Surety and Principal consent to the venue and the jurisdiction of such court.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized [Attorney-in-Fact] at ____, this _____day of_____.

PRINCIPAL:

_____, a

_____

By:

SURETY:

_____, a
_____

By:

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this PERFORMANCE BOND as of the date of the signature by the required approval authorities below.

Acknowledged and Accepted for Compliance with LUD Case No.: 2022-5393, as per Planning Commission decision dated _____ ___, 20__:

City of Santa Fe

By: _____ _____
City Engineer Date
City of Santa Fe Land Use Department

EXHIBIT F

MADA FF&E & Inventory List

MADA FF&E INVENTORY									
Building	**Rm #**	**Corrected Rm #**	**Room Name**	**Category**	**Count**	**Inventory**	**Inventory notes**	**Instructions**	**Photo Reference**
Marion	101		Shop	Equipment	2	Rotary paper cutters			Marion_101_Photo (1)-(24)
Marion	101		Shop	Equipment	3	Mat cutters			Marion_101_Photo (1)-(24)
Marion	101		Shop	Equipment	2	Drymount presses			Marion_101_Photo (1)-(24)
Marion	101		Shop	Equipment	2	Wall mounted glass and plexiglass cutters			Marion_101_Photo (1)-(24)
Marion	101		Shop	Equipment	1	Aluminum sheet cutter			Marion_101_Photo (1)-(24)
Marion	101		Shop	Equipment	4	Rolling tables			Marion_101_Photo (1)-(24)
Marion	101		Shop	Tables, Storage, Built-in	1	Built-in L desk with cabinetry and shelves			Marion_101_Photo (1)-(24)
Marion	101		Shop	Storage	2	Flat files			Marion_101_Photo (1)-(24)
Marion	101		Shop	Art supplies		Misc. framing supplies			Marion_101_Photo (1)-(24)
Marion	101		Shop	Wall/Display		Bulletin boards			Marion_101_Photo (1)-(24)
Marion	101		Shop	Safety/Sanitation	1	Paper towel dispenser			Marion_101_Photo (1)-(24)
Marion	102		Darkroom	Equipment, Wall/Display		Multiple backdrops and roll mounted on wall		We don't want specialized lighting in here	Marion_102_Photo (1)-(16)
Marion	102		Darkroom	Equipment		tripod case and tripods			Marion_102_Photo (1)-(16)
Marion	102		Darkroom	Lighting, Misc.		misc. lighting			Marion_102_Photo (1)-(16)
Marion	102		Darkroom	Storage, Misc.	1	rolling metal shelf			Marion_102_Photo (1)-(16)
				Carts	1	rolling metal cart			
				Tables	1	rolling metal table			
Marion	102		Darkroom	Lighting, Equipment	1	soft box			Marion_102_Photo (1)-(16)
Marion	102		Darkroom	Podium	1	podium			Marion_102_Photo (1)-(16)
Marion	102		Darkroom	Lighting		specialized lighting			Marion_102_Photo (1)-(16)
Marion	102		Darkroom	IT	1	Mac mini with keyboard and mouse			Marion_102_Photo (1)-(16)
Marion	102		Darkroom	IT		extension chords			Marion_102_Photo (1)-(16)
Marion	103		Darkroom			Same room as above.			Marion_102_Photo (1)-(16)
Marion	104		Workstudy	Storage		Shelving		Film likely expired	Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Safety/Sanitation, Misc.		Misc. PPE			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Art supplies		Film and paper			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Art supplies		toner ink cartridges			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Equipment		lenses			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Equipment		enlarger lenses			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Equipment		easels			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Art supplies	1	mounting board			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Equipment		film frames			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Equipment		negative carriers			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Equipment		lens boards			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Door	1	cage/gate			Marion_104_Photo (1)-(16)
Marion	105		Corridor	Art supplies		Ink cartridges		Trash everything	Marion_105_Photo (1)-(4)
Marion	105		Corridor	Storage		metal shelving			Marion_105_Photo (1)-(4)
Marion	105		Corridor	Trash		misc. trash			Marion_105_Photo (1)-(4)
Marion	106		Darkroom	Casework		Casework			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Safety/Sanitation	1	large sink			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Equipment	1	gravity works print washer			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Equipment	1	Besler dichro 45S enlarger with timer and easel			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Equipment		drying racks			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Storage		paper safes			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Equipment		liquid trays			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Chemicals		chemical jugs			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Safety/Sanitation	1	paper towel holder			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Art supplies, Misc.		misc. darkroom supplies			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Equipment	1	light table			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Storage		movable shelves			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Floor		anti fatigue mats			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Safety/Sanitation	1	exhaust at sink			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Chemicals, Safety/Sanitation	1	chemical trap			Marion_106_Photo (1)-(18)
Marion	107		Darkroom	Equipment	1	Copy stand		IAIA might like a lot of this	Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Storage		shelves			Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Equipment		backdrops			Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Equipment, Lighting, Misc.		misc. lighting and clamp equipment			Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Items		umbrellas			Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Equipment, Lighting		soft boxes			Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Equipment		power packs			Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Chairs, Misc.		misc. chairs			Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Equipment		gels			Marion_107_Photo (1)-(14)
Marion	108		Darkroom			Same room as above			Marion_107_Photo (1)-(14)
Marion	109		Corridor						
Marion	110		Digital	Tables	6	regular work tables			Marion_110_Photo (1)-(38)
Marion	110		Digital	Tables	8	work tables with electrical			Marion_110_Photo (1)-(38)
Marion	110		Digital	Chairs	16	office chairs			Marion_110_Photo (1)-(38)
Marion	110		Digital	Wall/Display		white boards			Marion_110_Photo (1)-(38)
Marion	110		Digital	IT, Storage, Built-in	1	built-in server cabinet			Marion_110_Photo (1)-(38)
Marion	110		Digital	IT	1	IT server			Marion_110_Photo (1)-(38)
Marion	110		Digital	Equipment	1	light table			Marion_110_Photo (1)-(38)
Marion	110		Digital	Equipment	1	print viewing box			Marion_110_Photo (1)-(38)
Marion	110		Digital	Art supplies		roll paper for person 3900s			Marion_110_Photo (1)-(38)
Marion	110		Digital	Storage	5	shelves and filing cabinets			Marion_110_Photo (1)-(38)
Marion	110		Digital	Equipment		light stands			Marion_110_Photo (1)-(38)
Marion	110		Digital	Trash		misc. trash			Marion_110_Photo (1)-(38)
Marion	110		Digital	Printers	1	office hp laser jet printer p3015			Marion_110_Photo (1)-(38)
Marion	110		Digital	AV	1	overhead projector			Marion_110_Photo (1)-(38)
Marion	111		Finishing			Same as above			Marion_110_Photo (1)-(38)
Marion	112		Mech						
Marion	113		Atrium	Equipment	1	salon stand			Marion_113_Photo (1)-(12)
Marion	113		Atrium	Chairs	2	chaise lounges			Marion_113_Photo (1)-(12)
Marion	113		Atrium	Tables	2	expandable tables			Marion_113_Photo (1)-(12)
Marion	113		Atrium	Equipment	1	copy stand			Marion_113_Photo (1)-(12)
Marion	113		Atrium	Wall/Display		dark room signs			Marion_113_Photo (1)-(12)
Marion	113		Atrium	IT	1	WiFi security device plugged in			Marion_113_Photo (1)-(12)
Marion	114		Vestibule	Equipment		drying racks		Chemicals must be disposed	Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Door	1	revolving door			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Equipment	3	UV exposure units			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Equipment	1	development clock			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Safety/Sanitation	1	6ft sink			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Equipment		development trays			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Safety/Sanitation	3	fatigue mats			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Casework, Storage		casework			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Trash		chemicals for disposal			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Lighting, Equipment	1	Thomas duplex light			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Misc.		misc. small kitchen appliances			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	IT	1	phone			Marion_114_Photo (1)-(28)
Marion	115		Non-Silver	Equipment		drying racks			Marion_115_Photo (1)-(16)
Marion	115		Non-Silver	Equipment		development trays in multiple sizes 6"-2'			Marion_115_Photo (1)-(16)
Marion	115		Non-Silver	Lighting, Equipment		dark room lighting			Marion_115_Photo (1)-(16)
Marion	115		Non-Silver	Safety/Sanitation	1	10ft wash sink			Marion_115_Photo (1)-(16)
Marion	115		Non-Silver	Safety/Sanitation		fatigue mats			Marion_115_Photo (1)-(16)
Marion	115		Non-Silver	Lighting, Equipment	1	Thomas Duplex safe light			Marion_115_Photo (1)-(16)
Marion	115		Non-Silver	Casework, Storage		casework			Marion_115_Photo (1)-(16)
Marion	115		Non-Silver	Safety/Sanitation	1	eye wash stand			Marion_115_Photo (1)-(16)
Marion	116		Advance Large	Casework, Storage		casework			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	5	Bessemer 45S Dichro			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Safety/Sanitation	3	fatigue mats			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	1	Omega Super Chromega D Dichroic II			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	1	Beseler 2x5 blue enlarger			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	1	Jobo CPP2 rotary film processor			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Safety/Sanitation	1	10ft sink			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment		developer trays			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment		misc. 8x10 and 4x5 film processing tanks			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	1	Beseler 810 Cold Head enlarger			Marion_116_Photo (1)-(16)

Marion	116		Advance Large	Misc., Equipment		misc. equipment stands			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Misc.		misc. easels			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	1	developer clock			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Safety/Sanitation	1	paper towel dispenser			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Safety/Sanitation	1	eyewash station			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment		rotary tanks			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	1	guilting cutter			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	1	rotatrim cutter			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment, Misc.		misc. easels			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Safety/Sanitation		spill response kits			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment		drying racks			Marion_116_Photo (1)-(16)
Marion	117		Classroom	Tables	1	low legoreta table			Marion_117_Photo (1)-(10)
Marion	117		Classroom	AV	1	projection screen			Marion_117_Photo (1)-(10)
Marion	117		Classroom	Equipment	2	rolling light table			Marion_117_Photo (1)-(10)
Marion	117		Classroom	Tables, Built-in, Casework	1	built-in light table with casework	(locked)		Marion_117_Photo (1)-(10)
Marion	117		Classroom	Wall/Display	1	white board			Marion_117_Photo (1)-(10)
Marion	117		Classroom	Chairs	4	chairs			Marion_117_Photo (1)-(10)
Marion	117		Classroom	Tables		work tables			Marion_117_Photo (1)-(10)
Marion	117		Classroom	Equipment	1	guilatin mst cutter			Marion_117_Photo (1)-(10)
Marion	117		Classroom	AV	1	VCR player			Marion_117_Photo (1)-(10)
Marion	117		Classroom	AV	1	slide projector			Marion_117_Photo (1)-(10)
Marion	117		Classroom	AV	1	carousel			Marion_117_Photo (1)-(10)
Marion	117		Classroom	Art supplies		darkroom paper			Marion_117_Photo (1)-(10)
Marion	117		Classroom	AV	1	TV			Marion_117_Photo (1)-(10)
Marion	117		Classroom	Wall/Display	1	blackboard and ledge			Marion_117_Photo (1)-(10)
Marion	118		Film Loading	Equipment	1	4ft development sink		Chemicals must be disposed	Marion_118_Photo (1)-(8)
Marion	118		Film Loading	Equipment		development reels			Marion_118_Photo (1)-(8)
Marion	118		Film Loading	Equipment		chemical buckets			Marion_118_Photo (1)-(8)
Marion	118		Film Loading	Casework, Storage, Built-in		built-in casework			Marion_118_Photo (1)-(8)
Marion	119		Film Loading	Equipment	1	4ft development sink		Chemicals must be disposed	Marion_119_Photo (1)-(10)
Marion	119		Film Loading	Equipment		development reels			Marion_119_Photo (1)-(10)
Marion	119		Film Loading	Equipment		chemical buckets			Marion_119_Photo (1)-(10)
Marion	119		Film Loading	Casework, Built-in, Storage		built-in casework			Marion_119_Photo (1)-(10)
Marion	120		Film Loading	Equipment	1	4ft development sink		Chemicals must be disposed	Marion_120_Photo (1)-(8)
Marion	120		Film Loading	Equipment		development reels			Marion_120_Photo (1)-(8)
Marion	120		Film Loading	Equipment		chemical buckets			Marion_120_Photo (1)-(8)
Marion	120		Film Loading	Casework, Built-in, Storage		built-in casework			Marion_120_Photo (1)-(8)
Marion	121		Vestibule	Chairs	5	chairs			Marion_121_Photo (1)-(16)
Marion	121		Vestibule	Tables	3	desks			Marion_121_Photo (1)-(16)
Marion	121		Vestibule	Casework	1	casework cabinet			Marion_121_Photo (1)-(16)
Marion	121		Vestibule	Door	1	revolving door			Marion_121_Photo (1)-(16)
Marion	121		Vestibule	Storage	1	mobile cabinet			Marion_121_Photo (1)-(16)
Marion	122		Color	Casework, Storage		casework			Marion_122_Photo (1)-(8)
Marion	122		Color	Safety/Sanitation	1	6ft sink			Marion_122_Photo (1)-(8)
Marion	122		Color	Equipment, Chairs		enlargers 45V-XL			Marion_122_Photo (1)-(8)
Marion	122		Color	Equipment	1	Omega Super Chromega D			Marion_122_Photo (1)-(8)
Marion	122		Color	Safety/Sanitation	1	eyewash station			Marion_122_Photo (1)-(8)
Marion	122		Color	Equipment		gravity print washers			Marion_122_Photo (1)-(8)
Marion	122		Color	Lighting, Equipment	1	Thomas Duplex safe light			Marion_122_Photo (1)-(8)
Marion	122		Color	Safety/Sanitation	1	paper towel holder			Marion_122_Photo (1)-(8)
Marion	122		Color	Equipment		easels			Marion_122_Photo (1)-(8)
Marion	122		Color	Equipment		timers			Marion_122_Photo (1)-(8)
Marion	123		Print Dry	Equipment, Storage	2	large drying rack cabinets			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment, Storage	2	film drying cabinets			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment	1	10x3 steel wash tank			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment	2	print washers			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment	1	pass-through washer			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment, Chairs	1	guilatin cutter			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment	3	gravity washers			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Storage	1	built-in ledge/shelf			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment	1	rolling light table			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment		trays			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Wall/Display	1	white board			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Safety/Sanitation, Equipment	1	hood			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Safety/Sanitation	1	paper towel dispenser			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment, Trash		empty chemical containers			Marion_123_Photo (1)-(10)
Marion	124		Corridor	Lighting		lights			Marion_124_Photo (1)-(2)
Marion	124		Corridor	Art/Media	1	rod sculpture			Marion_124_Photo (1)-(2)
Marion	125		Group Darkroom	Equipment	13	23C enlargers		Darkroom paper should be ok	Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	1	45V XL enlarger			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	5	development clocks			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Wall/Display		white boards			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	1	Beseler 810 enlarger			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	1	laboratory 138S enlarger			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment, Safety/Sanitation	2	10ft development sinks			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Safety/Sanitation, Equipment		hoods			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Safety/Sanitation		paper towel dispensers			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Safety/Sanitation	1	spill response kit			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	2	catch trays			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Chairs	6	stools			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Safety/Sanitation, Equipment	6	chemical buckets			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment		development trays of various sizes			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	1	rotatrim paper cutter			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	AV	1	stage monitory speaker			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Lighting	4	Thomas duplex light			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	15	easels			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Door	1	cage			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	23	tripods			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Casework, Storage, Built-in		built-in cabinetry			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Art supplies, Misc.		misc. film paper			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment, Misc.		misc. cameras			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Art supplies, Misc.		misc. toner ink			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment		stack of 8x10 and 4x5 film holders			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment		lenses			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	3	8x10 film cameras			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	7	4x5 film cameras			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment		misc. lens filters			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	2	digital scanners			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment		various camera bags			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment		various timers			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Safety/Sanitation		fatigue mats			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	AV, Misc.		misc. audio equipment			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	1	box of Holga cameras			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Misc., Equipment		misc. camera parts and accessories			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Lighting, Equipment	5	light stands			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	AV, Equipment	5	mic stands			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	1	I1 Design bundle calibration tool			Marion_125_Photo (1)-(20)
Marion	126		Faculty Office	Tables, Casework, Built-in	1	U-shaped built-in Knoll desk and upper cabinet			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Wall/Display	1	cork board			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Storage	2	black shelves			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Chairs	3	chairs			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Office supplies		misc. office supplies			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Floor	1	plastic floor mat			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	IT	1	phone			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Lighting, Equipment		soft boxes			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Equipment	1	digital sensor cleaner			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Equipment		flash heads			Marion_126_Photo (1)-(8)
Marion	127		Faculty Office	Chairs	6	chairs			Marion_127_Photo (1)-(6)
Marion	127		Faculty Office	Chairs	1	stools			Marion_127_Photo (1)-(6)

Marion	127		Faculty Office	Tables	1	folding table			Marion_127_Photo (1)-(6)
Marion	127		Faculty Office	Equipment		architectural lighting cans for track lighting			Marion_127_Photo (1)-(6)
Marion	127		Faculty Office	Heat & cool	1	old portable heater			Marion_127_Photo (1)-(6)
Marion	127		Faculty Office	Trash		trash cans			Marion_127_Photo (1)-(6)
Marion	127		Faculty Office	Art supplies		misc. boxes of paper			Marion_127_Photo (1)-(6)
Marion	128		Faculty Office	Window/Blinds		Blinds			Marion_128_Photo (1)-(4)
Marion	129		Academic Coord Office	Storage, Built-in		upper cabinets			Marion_129_Photo (1)-(6)
Marion	129		Academic Coord Office	Chairs		stools			Marion_129_Photo (1)-(6)
Marion	129		Academic Coord Office	Window/Blinds		blinds			Marion_129_Photo (1)-(6)
Marion	130		Corridor						
Marion	131		Women						
Marion	132		Men						
Marion	133		Jan	Safety/Sanitation	1	janitor sink			Marion_133_Photo (1)-(6)
Marion	133		Jan	Built-in, Storage		built-in shelves			Marion_133_Photo (1)-(6)
Marion	133		Jan	Safety/Sanitation		misc. supplies			Marion_133_Photo (1)-(6)
Marion	133		Jan	Kitchen	1	cooler			Marion_133_Photo (1)-(6)
Marion	134		Coffee Bar	Casework, Built-in		built-in upper and lower kitchen cabinets			Marion_134_Photo (1)-(12)
Marion	134		Coffee Bar	Kitchen	1	electric stove			Marion_134_Photo (1)-(12)
Marion	134		Coffee Bar	Kitchen	1	fridge			Marion_134_Photo (1)-(12)
Marion	134		Coffee Bar	Kitchen, Misc.		misc. kitchen equipment			Marion_134_Photo (1)-(12)
Marion	134		Coffee Bar	Kitchen	1	microwave			Marion_134_Photo (1)-(12)
Marion	134		Coffee Bar	Kitchen	1	coffee maker			Marion_134_Photo (1)-(12)
Marion	135		Corridor	Built-in	1	built-in IT wood closet			Marion_135_Photo (1)-(6)
Marion	135		Corridor	IT		power and IT equipment			Marion_135_Photo (1)-(6)
Marion	135		Corridor	IT		security equipment			Marion_135_Photo (1)-(6)
Marion	136		Preservation Lab	Built-in, Casework, Counter	1	built-in flat file casework and countertop			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Casework, Safety/Sanitation	1	sink and casework			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Equipment	2	3-set savage seamless backdrop system			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Equipment	1	bottom stand for boom			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Safety/Sanitation	1	paper towel dispenser			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Lighting, Equipment	3	soft boxes			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Items	4	flags			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Chairs	13	chairs			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Chairs	6	stools			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Tables	1	table			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Storage		rolling shelves			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Storage		multiple filing cabinets			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Storage		tall metal shelving			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Safety/Sanitation		PPE			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Art supplies, Misc.		misc. seamless backdrop paper			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Misc., Equipment, Lighting		misc. lighting accessories			Marion_136_Photo (1)-(14)
Marion	137		Corridor						
Marion	138		Library	Built-in, Storage		built-in fullwall bookshelves			Marion_138_Photo (1)-(18)
Marion	138		Library	Built-in, Casework, Tables		built-in cabinets and desk			Marion_138_Photo (1)-(18)
Marion	138		Library	Storage		filing cabinets			Marion_138_Photo (1)-(18)
Marion	138		Library	Safety/Sanitation	1	sink			Marion_138_Photo (1)-(18)
Marion	138		Library	Chairs	18	chairs			Marion_138_Photo (1)-(18)
Marion	138		Library	Chairs	3	stools			Marion_138_Photo (1)-(18)
Marion	138		Library	Tables	4	Legoreta tables			Marion_138_Photo (1)-(18)
Marion	138		Library	Chairs	1	desk chair			Marion_138_Photo (1)-(18)
Marion	138		Library	AV	1	DVD player			Marion_138_Photo (1)-(18)
Marion	138		Library	Ladders/Climbing	2	step ladders			Marion_138_Photo (1)-(18)
Marion	138		Library	Ladders/Climbing	1	regular ladder			Marion_138_Photo (1)-(18)
Marion	138		Library	Ladders/Climbing	1	small step stool			Marion_138_Photo (1)-(18)
Marion	138		Library	Trash		trash cans			Marion_138_Photo (1)-(18)
Marion	138		Library	Wall/Display	1	glass display case			Marion_138_Photo (1)-(18)
Marion	138		Library	Podium	1	rolling podium			Marion_138_Photo (1)-(18)
Marion	138		Library	Window/Blinds		blinds on windows			Marion_138_Photo (1)-(18)
Marion	138		Library	AV	1	pull down projector screen			Marion_138_Photo (1)-(18)
Marion	138		Library	Built-in, Storage		built-in folio shelves on windows			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Art supplies		framing supplies		Slides are city property; refer to Chris's inventory list, definitely keep spare lights	Marion_138_Photo (1)-(18)
Marion	138?		Cage	AV, Equipment		camera and video equipment	(ref. Chris's list)		Marion_138_Photo (1)-(18)
Marion	138?		Cage	Storage		flat files			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Art supplies, AV		100s of slides			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Art/Media		artwork			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Window/Blinds	1	blackout curtain			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Equipment	1	mat cutter			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Equipment	1	sheet goods cart			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Lighting, Equipment	1	mobile lighitng kit			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Tables	3	tables			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Storage		black shelves			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Storage		metal shelves			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Art supplies		plotter paper			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Equipment	3	Epson V700 photo scanners			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Equipment		Wacom stylus tablets			Marion_138_Photo (1)-(18)
Marion	138?		Cage	AV	1	large monitor			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Equipment, Misc.		plastic bins of misc. equipment			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Lighting		spare lighting cans for track lighting around builing			Marion_138_Photo (1)-(18)
Marion	139		Newhall Library						Marion 140_Photo (1)
Marion	140		Corridor	Chairs	1	rocking chair			Marion 140_Photo (1)
Marion	140		Corridor	Chairs	1	chair			Marion 140_Photo (1)
Marion	140		Corridor	Tables	1	round table			Marion 140_Photo (1)
Marion	140		Courtyard	Trash		misc. trash			Marion 140_Photo (1)
Marion	140		Courtyard	Built-in, Counter	1	built-in stone counter			Marion 140_Photo (1)
Marion	141		Asst	Chairs, Built-in	1	built-in bench			Marion_141_Photo (1)-(12)
Marion	141		Asst	Built-in, Tables, Casework	1	built-in desk with uppers			Marion_141_Photo (1)-(12)
Marion	141		Asst	Office supplies		misc. office equipment			Marion_141_Photo (1)-(12)
Marion	141		Asst	Tables		round legoreta tables			Marion_141_Photo (1)-(12)
Marion	141		Asst	Chairs	4	chairs			Marion_141_Photo (1)-(12)
Marion	141		Asst	Storage		filing cabinets			Marion_141_Photo (1)-(12)
Marion	141		Asst	IT	1	phone			Marion_141_Photo (1)-(12)
Marion	142		Director	Tables, Storage	2	desks with built in filing cabinets			Marion_142_Photo (1)-(10)
Marion	142		Director	Storage	1	tall shelf with filing cabinet			Marion_142_Photo (1)-(10)
Marion	142		Director	Storage	1	lower filing			Marion_142_Photo (1)-(10)
Marion	142		Director	Casework		upper cabinets			Marion_142_Photo (1)-(10)
Marion	142		Director	Storage	2	black shelves			Marion_142_Photo (1)-(10)
Marion	142		Director	Misc., Office supplies	27	misc. office supplies			Marion_142_Photo (1)-(10)
Marion	142		Director	Chairs	2	office chairs			Marion_142_Photo (1)-(10)
Marion	143		Conference	Tables	1	large legoreta table			Marion 143_Photo (1)
Marion	143		Conference	Chairs		wooden chairs			Marion 143_Photo (1)
Marion	143		Conference	Chairs		boardroom chairs			Marion 143_Photo (1)
Marion	144		Hallway	Storage	5	Knoll filing cabinets			Marion 144_Photo (1)
Marion	145		Gallery			Items temporarily placed by city for removal			Marion_145_Photo (1)-(8)
Marion	147		Copier	Storage	1	Legoreta painted wardrobe			-
Tishman	101	501	Art History Conference	Tables	1	large Legorreta table			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Storage, Built-in		built-in shelves			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Counter, Built-in		built-in stone counter			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Window/Blinds, Built-in		built-in shutters			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Wall/Display, Built-in	1	built-in whiteboard			Tishman_101-501_Photo (1)-(18)

Tishman	101	501	Art History Conference	Art/Media		lots of student art			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Storage	2	rolling shelves			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Tables	2	small tables			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Tables	1	broken Legoretta table small	wooden legs are here for repair		Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Ladders/Climbing	1	ladder			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Office supplies, Misc.		misc. office supplies			Tishman_101-501_Photo (1)-(18)
Tishman	102	502	Art History Seminar	AV	1	pull down projector			Tishman_102-502_Photo (1)-(4)
Tishman	102	502	Art History Seminar	Window/Blinds, Misc.		built-in shutters			Tishman_102-502_Photo (1)-(4)
Tishman	103	503	Art History Seminar	AV	1	pull down projector			Tishman_103-503_Photo (1)-(8)
Tishman	103	503	Art History Seminar	Window/Blinds, Misc.		built-in shutters			Tishman_103-503_Photo (1)-(8)
Tishman	103	503	Art History Seminar	Tables	1	Legoretta round table			Tishman_103-503_Photo (1)-(8)
Tishman	103	503	Art History Seminar	Chairs	5	folding chairs			Tishman_103-503_Photo (1)-(8)
Tishman	103	503	Art History Seminar	Tables	1	mobile table			Tishman_103-503_Photo (1)-(8)
Tishman	104	504	Dept. Chair Office				Inaccessible - equipment in way		
Tishman	105	505	Work Room				Inaccessible - equipment in way		
Tishman	106	506	Assistant Office				Locked		Tishman_106-506_Photo (1)-(2)
Tishman	107		Corridor	Chairs	2	Legorreta chairs leather			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Chairs	1	long wooden bench			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Door	1	mobile accordion screen			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Chairs	8	black chairs			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Printers	2	large format epson printers	Chris says likely defunct		Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	AV	3	TV sets			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Printers	1	Xerox workcentre 5335 copier			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Printers	1	Ricoh Alicio sp c830dn copier/printer			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Carts	1	mobile cart			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Printers		misc. printers			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	AV		monitors			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Chairs	3	office chairs			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Chairs	6	plywood chairs			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Chairs	3	plywood green upholstered chairs			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Chairs	1	stool			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Tables	1	long wooden table			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Art supplies, Misc.		misc. paint equipment			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Trash		trash cans			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Kitchen	1	microwave			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Wall/Display	1	chalkboard			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Wall/Display	1	office cork board			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Tables	1	deconstructed table			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Items		hoses in plastic	current repairs?		Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Podium	1	podium			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Storage	1	filing cabinet			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Floor	1	floor mat			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Art/Media		misc. student art			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Wall/Display	1	wood/glass case with art inside			Tishman_107_Photo (1)-(16)
Tishman	108	508	AV	AV		projection equipment	locked but took pic from room 509		Tishman_108-508_Photo (1)-(4)
Tishman	109	509	Art History Classroom	Wall/Display	1	white board			Tishman_109-509_Photo (1)-(18)
Tishman	109	509	Art History Classroom	Chairs	1	chair			Tishman_109-509_Photo (1)-(18)
Tishman	109	509	Art History Classroom	AV	2	mounted monitors			Tishman_109-509_Photo (1)-(18)
Tishman	109	509	Art History Classroom	AV	1	TV			Tishman_109-509_Photo (1)-(18)
Tishman	110		Art History Library Hallway						
Tishman	111	511	Art History Library	Chairs	4	black chairs			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Chairs	1	office chair			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Tables	2	wooden tables			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Built-in, Storage, Counter		large built-in flat files with stone counter			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Storage, Built-in		many built-in bookshelves			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Tables	2	table tray on sawhorses			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Heat & cool	2	fan			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Built-in, Counter	1	built-in desk with stone counter			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Tables	1	wood desk return			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Storage		filing cabinets			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Storage		folio shelves			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Carts	1	library cart			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Wall/Display	2	acrylic art cases			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Ladders/Climbing	1	library step stool			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Art/Media		significant number of books and folios			Tishman_111-511_Photo (1)-(16)
Tishman	111A		Library Nook	Tables, Built-in	1	built-in desk			Tishman_111-511_Photo (1)-(16)
Tishman	111A		Library Nook	Built-in, Casework		built-in cabinets			Tishman_111-511_Photo (1)-(16)
Tishman	111A		Library Nook	Window/Blinds		blinds			Tishman_111-511_Photo (1)-(16)
Tishman	112		Storage						
Tishman	113		Women						
Tishman	114		Copy Stand						
Tishman	115		AV Equipment						
Tishman	116	516	Visual Resource Library	Tables	1	large wooden counter/table in center	This room has 3 rooms off it: the cage was locked, an empty storage room, the 4th room		Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Chairs, Tables, Broken		broken or deconstructed office furniture			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Counter, Built-in	1	counter built-in			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Kitchen	1	fridge			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Kitchen	1	stove			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Art supplies		plastic wrapped portfolios			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Art supplies, Misc.		misc. frames			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Equipment, Misc.		other equipment			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Equipment	1	construction cart			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Equipment	1	mat cutter			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Equipment, Broken		pieces of enlarger			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Tables	1	table			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Storage, Built-in		built-in base and upper shelves	empty storage room		Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Tables		tech tables all sides	4th room		Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Casework		upper cabinets	4th room		Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Tables	1	mobile table	4th room		Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Printers		epson printers	4th room		Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	AV, Misc.		misc. equipment carousel slide trays	4th room		Tishman_116-516_Photo (1)-(44)
Tishman	117		Office						
Tishman	118	518	Coffee Bar	Kitchen		coffeemakers			Tishman_118-518_Photo (1)-(4)

Tishman	118	518	Coffee Bar	Safety/Sanitation, Built-in	1	built-in sink			Tishman_118-518_Photo (1)-(4)
Tishman	118	518	Coffee Bar	Casework		lower and upper cabinets			Tishman_118-518_Photo (1)-(4)
Tishman	118	518	Coffee Bar	Tables, Broken		remainder of desk from room 516			Tishman_118-518_Photo (1)-(4)
Tishman	119		Men						
Tishman	120	520	Office	Tables	1	desk			Tishman_120-520_Photo (1)-(6)
Tishman	120	520	Office	Art supplies	1	mat board			Tishman_120-520_Photo (1)-(6)
Tishman	120	520	Office	Wall/Display	1	whiteboard			Tishman_120-520_Photo (1)-(6)
Tishman	120	520	Office	Casework		upper cabinets			Tishman_120-520_Photo (1)-(6)
Tishman	120	520	Office	Window/Blinds		blinds			Tishman_120-520_Photo (1)-(6)
Tishman	121	521	Office	Tables	1	desk			Tishman_121-521_Photo (1)-(4)
Tishman	121	521	Office	Window/Blinds		blinds			Tishman_121-521_Photo (1)-(4)
Tishman	122	522	Office	Tables, Broken	1	partial desk			Tishman_122-522_Photo (1)-(4)
Tishman	122	522	Office	Window/Blinds		blinds			Tishman_122-522_Photo (1)-(4)
Tishman	123	523	Office	Tables	1	desk			Tishman_122-522_Photo (1)-(4)
Tishman	123	523	Office	Art supplies	1	matboard			Tishman_122-522_Photo (1)-(4)
Tishman	123	523	Office	Casework		upper cabinets			Tishman_122-522_Photo (1)-(4)
Tishman	123	523	Office	Window/Blinds		blinds			Tishman_122-522_Photo (1)-(4)
Tishman	124	524	Corridor	Tables	1	desk			Tishman_124-524_Photo (1)-(4)
Tishman	124	524	Corridor	Art supplies	1	matboard			Tishman_124-524_Photo (1)-(4)
Tishman	124	524	Corridor	Casework		upper cabinets			Tishman_124-524_Photo (1)-(4)
Tishman	124	524	Corridor	Window/Blinds		blinds			Tishman_124-524_Photo (1)-(4)
Tishman	125	525	Office	Tables	1	desk			Tishman_125-525_Photo (1)-(4)
Tishman	125	525	Office	Art supplies	1	matboard			Tishman_125-525_Photo (1)-(4)
Tishman	125	525	Office	Casework		upper cabinets			Tishman_125-525_Photo (1)-(4)
Tishman	125	525	Office	Window/Blinds		blinds			Tishman_125-525_Photo (1)-(4)
Tishman	126	526	Office	Tables	1	desk			Tishman_126-526_Photo (1)-(4)
Tishman	126	526	Office	Art supplies	1	matboard			Tishman_126-526_Photo (1)-(4)
Tishman	126	526	Office	Casework		upper cabinets			Tishman_126-526_Photo (1)-(4)
Tishman	126	526	Office	Window/Blinds		blinds			Tishman_126-526_Photo (1)-(4)
Tishman	127	527	Office	Casework		Upper cabinets			Tishman_127-527_Photo (1)-(6)
Tishman	128	528	Office	Casework		Upper cabinets			Tishman_128-528_Photo (1)-(4)
Tishman	129	529	Office	Window/Blinds		blinds			Tishman_129-529_Photo (1)-(4)
Tishman	129	529	Office	Floor	1	mat			Tishman_129-529_Photo (1)-(4)
Tishman	130		Office				Does not exist—- plans are misnumbered and offices here only go to 529		
Tishman	131		Trash						
Tishman	132		Seminar			Same room as kitchen			
Tishman	133		Kitchen	Casework		upper cabinets			Tishman_133_Photo (1)-(8)
Tishman	133		Kitchen	Kitchen, Misc.		misc. kitchen supplies			Tishman_133_Photo (1)-(8)
Tishman	133		Kitchen	Door	2	wood doors			Tishman_133_Photo (1)-(8)
Tishman	133		Kitchen	Tables	1	outside table			Tishman_133_Photo (1)-(8)
Tishman	133		Kitchen	Chairs	6	concrete stools			Tishman_133_Photo (1)-(8)
Tishman	134	234	Jan	Safety/Sanitation	1	janitor sink			Tishman_125-234_Photo (1)-(4)
Tishman	134	234	Feb	Storage		shelves			Tishman_125-234_Photo (1)-(4)
Tishman	135		Storage				Did not enter		
Tishman	136	236	Drawing Studio	Safety/Sanitation	1	built-in sink			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Counter	1	counter			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Casework		cabinets			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Storage		removed built-in flat files			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Art supplies, Misc.		misc. art supplies			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Tables	1	folding table			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Tables	1	rolling table low			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Storage	1	fire proof storage cabinet			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Storage	1	tall metal storage locker			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Equipment		stacked mdf drawing boards			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Storage	1	apron/coat rack			Tishman_126-236_Photo (1)-(10)
Tishman	137		Hallway	Chairs	5	pink chairs			Tishman_137_Photo (1)-(8)
Tishman	137		Hallway	Chairs	1	blue rocker chair			Tishman_137_Photo (1)-(8)
Tishman	137		Hallway	Chairs	1	green couch			Tishman_137_Photo (1)-(8)
Tishman	137		Hallway	Trash	1	trash can			Tishman_137_Photo (1)-(8)
Tishman	137		Hallway	Tables	1	wood table			Tishman_137_Photo (1)-(8)
Tishman	137		Hallway	Wall/Display	1	display case			Tishman_137_Photo (1)-(8)
Tishman	138	238	Painting Studio	Storage		flat files			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Tables	1	folding table			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Equipment	2	drying rack			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Equipment	1	light table			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Equipment	1	hot shot heat/vacuum press			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Equipment, Misc.		misc. press rollers			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Trash		trash cans			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Built-in, Counter	1	built-in counter			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Safety/Sanitation	2	sinks			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Equipment	1	Takach press			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Items		blankets			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Equipment	1	Whelan press			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Equipment	1	Laguna etching press			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Safety/Sanitation	1	chemical storage cabinet			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Storage	1	apron/coat rack			Tishman_138-238_Photo (1)-(26)
Tishman	139	239	Storage	Storage	1	metal storage cabinet			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Art supplies		print paper			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Art supplies		ink supplies			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Art supplies, Misc.		misc. supplies			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Tables	1	table			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Storage, Built-in		built-in shelves			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Storage		metal shelves			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Office supplies		packing supplies			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Safety/Sanitation, Chemicals		chemical pans			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Art supplies		rosin cans			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Art/Media		student art			Tishman_139-239_Photo (1)-(6)
Tishman	140		Elevator Equipment						
Tishman	141		Student Lounge	Storage		built-ins	Locked, looks like there are built ins behind a temp screen wall		
Tishman	142		Hallway						
Tishman	143		Women						
Tishman	144		Men						
Tishman	201		Mech Penthouse						
Tishman	202		Library Mezzanine	Storage, Built-in		built-in shelves			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	Art/Media		large number of ephemra and folios			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	Tables	2	wooden tables			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	Chairs		folding chairs			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	Chairs	3	plywood chairs			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	IT	1	hard drive			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	Ladders/Climbing	2	stepstools			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	AV	1	old moitor			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	Storage	2	black shelves			Tishman_202_Photo (1)-(4)
Tishman	203	245	Visual Fundamentals	Ladders/Climbing		stepstools			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Podium	1	low podium			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Equipment	1	light table at angle			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Built-in, Storage		built-in flat files			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Counter	1	counter			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Safety/Sanitation	2	sinks			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Tables	1	folding table			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Equipment	1	paper roll cutter			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Storage	1	apron/coat rack			Tishman_203-245_Photo (1)-(8)
Tishman	204	247	Storage	Storage	1	metal cabinet			Tishman_204-247_Photo (1)-(8)
Tishman	204	247	Storage	Storage		shelves			Tishman_204-247_Photo (1)-(8)
Tishman	204	247	Storage	Wall/Display		cork boards			Tishman_204-247_Photo (1)-(8)
Tishman	204	247	Storage	Equipment, Art supplies, Misc.		misc. supplies and tools			Tishman_204-247_Photo (1)-(8)
Tishman	205	246	Storage	Equipment	1	book press			Tishman_205-246_Photo (1)-(8)

Tishman	205	246	Storage	Storage		pastel drawers			Tishman_205-246_Photo (1)-(8)
Tishman	205	246	Storage	Art supplies		misc. paper and supplies			Tishman_205-246_Photo (1)-(8)
Tishman	205	246	Storage	Tables	2	tables			Tishman_205-246_Photo (1)-(8)
Tishman	205	246	Storage	Chairs	1	stool			Tishman_205-246_Photo (1)-(8)
Tishman	205	246	Storage	Trash	1	trash can			Tishman_205-246_Photo (1)-(8)
Tishman	206		Hallway	Ladders/Climbing	1	ladder			Tishman_206_Photo (1)-(4)
Tishman	206		Hallway	Art/Media	1	art project			Tishman_206_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Built-in		built-ins			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Safety/Sanitation	2	sinks			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Storage		floating project files			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Equipment	2	easel			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Equipment	1	whiteboard			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Storage		metal shelves			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Art supplies, Trash		misc. supplies and trash			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Ladders/Climbing	1	stepstool			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Storage	1	apron/coat rack			Tishman_207-248_Photo (1)-(4)
Tishman	208		Mech Penthouse						
Tipton	101		Lobby	Trash	1	trash can			Tipton_101_Photo (1)-(8)
Tipton	101		Lobby	Window/Blinds		blinds			Tipton_101_Photo (1)-(8)
Tipton	102		Women						
Tipton	103		Men						
Tipton	104	404	Jan						Tishman_104-404_Photo (1)-(4)
Tipton	105	408	AV	AV, Equipment, Misc.		misc. projector, sound equipment, and cables		lights did not turn on- assume keep all for MADA use	Tishman_105-408_Photo (1)-(26)
Tipton	105	408	AV	Storage		shelving			Tishman_105-408_Photo (1)-(26)
Tipton	107		Lecture Hall	AV		speakers mounted			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	Chairs	99	lecture chairs			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	Podium	1	podium			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	Tables	4	folding tables			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	AV, Built-in	1	built-in screen			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	Wall/Display, Built-in	2	built-in whiteboard			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	Chairs	10	chairs			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	Chairs	2	stools			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	Trash		trash			Tishman_107_Photo (1)-(6)
Tipton	108		Storage			Locked			Tishman_107_Photo (1)-(6)
Barracks	01		01 (N) - Porch - Porch cage	Equipment	1	Miller welder			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Equipment	1	Helaric welder			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Equipment	1	compressor air hose			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Equipment	1	bench vise			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Equipment, Safety/Sanitation	1	dust extraction hood			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Art supplies, Equipment		propane tank			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Equipment	1	welding rod			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Art supplies		sheet metal			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Door	2	doors	the cage itself is 2 doors attached to wall		Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Opposite room	Equipment		10" saw blades			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Safety/Sanitation	1	medical kit cabinet			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Equipment		roll metal former			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Equipment	1	dowel jig			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Storage	1	metal cabinet			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Safety/Sanitation	1	metal hood			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Safety/Sanitation		face masks			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Equipment		grinding materials			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Storage		large standing lockers			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Equipment	1	chromalux heating table			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Wall/Display, Equipment	1	corkboard with tools			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Storage	1	red rolling toolbox			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Equipment, Misc.		misc metalworking tools			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Equipment	1	Meyer Beverly shear			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Trash		trash			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Trash		trash			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Wall/Display	1	metal wall			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Door	1	built-in cage			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Front (entry) room	Equipment	1	large easel stand			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Safety/Sanitation	1	metal sink			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Chairs	11	stools			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Tables	1	folding table			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Wall/Display, Built-in		built in studio spaces			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Storage		standing lockers			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Door	4	stacked doors			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Tables	1	workbench			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Wall/Display	2	PVC wall panels			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Art/Media, Misc.		misc student artwork			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Art supplies		lumber			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Art supplies	1	large canvas			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Art supplies		sheet goods			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Alcove off front room	Storage	4	metal shelves			Barracks_01_Alcove_Photo (1)-(4)
Barracks	01		01 (N) - Alcove off front room	Equipment	1	metal scale			Barracks_01_Alcove_Photo (1)-(4)
Barracks	01		01 (N) - Alcove off front room	Equipment		wood drill bits			Barracks_01_Alcove_Photo (1)-(4)
Barracks	01		01 (N) - Alcove off front room	Equipment	2	bench vices			Barracks_01_Alcove_Photo (1)-(4)
Barracks	01		01 (N) - Alcove off front room	Equipment	1	plaster drying rack			Barracks_01_Alcove_Photo (1)-(4)

Barracks	01		01 (N) - Alcove off front room	Equipment	1	metal abrasion saw			Barracks_01_Alcove_Photo (1)-(4)
Barracks	01		01 (N) - Middle room	Tables	3	work tables			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Middle room	Equipment	1	sheet goods rack			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Middle room	Storage	7	locker units			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Middle room	Storage	2	cubby shelves			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Middle room	Safety/Sanitation	1	emergency shower			Barracks_01_Middle room_Photo (1)-(6)
				Safety/Sanitation	1	built in sink			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Middle room	Equipment	1	Woodtech bandsaw			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Middle room	Safety/Sanitation	1	PT holder and soap dispenser			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Middle room	Equipment	2	Oxygen torches			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Back room	Chairs	37	chairs			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Chairs	10	rolling office chairs			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Storage	5	6' shelves			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Storage	3	4" shelves			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Storage	7	3" shelves			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Tables	16	folding tables			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Chairs	5	office chairs			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Storage	8	4' shelves			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Storage	3	3' shelves			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Storage	1	large metal cabinet			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Chairs	1	couch			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Chairs	2	benches			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Floor	1	large rug			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Equipment, Safety/Sanitation		ductwork for woodshop	not re-useable		Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Equipment, Misc.		misc woodworking accessories			Barracks_01_Back room_Photo (1)-(5)
Barracks			Hot Shed between Barracks 1 and 2	Trash	1	trash can with metal scraps			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment, Tables	1	teal workbench with vise			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	delta drill press			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	red welding curtain and frame			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	pexto sheet metal shear			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	Grizzly 7" horizontal bandsaw			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	3	canister dollys			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Storage	2	rolling tool chests			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Storage	2	material storage racks			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Tables	1	large metal work table			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	vertical Baldour bench sander			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	Pexto and Wilcox slip roller			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	5' sheet metal break			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	Woodtech 17" dripp press			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	Whitney Jensen metal shear			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	Bailey industrial sheet metal break			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	air hose roller for compressed air			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment, Broken	1	broken bandsaw			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	plasma cutting table			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Storage	1	metal cabinet			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Lighting, Equipment	1	standing work light			Barracks_Hot shed_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Equipment	1	rolling ceramics rack			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Storage	2	lockers			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Safety/Sanitation	1	flammables cabinet			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Storage	8	metal shelves			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Trash	1	large trash can			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Equipment	2	round Skutt kilns			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Equipment	1	oval Bartlett-Olymic kiln			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Equipment		various kiln furniture			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Equipment	1	large natural gas kiln			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Safety/Sanitation	1	exhaust fan			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Equipment	6	adjustable easels for clay			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M)- Ceramics studio	Equipment	1	Bluebird 440 pug mill			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Storage	4	metal shelves			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment		collection of slip casting molds			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment, Safety/Sanitation	1	Laguna spray booth			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment	1	Bailey slab roller			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment	1	North Star slab roller			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Tables	6	work tables for ceramics			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Carts	4	rolling carts			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Safety/Sanitation, Equipment	1	porcelains sink			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Safety/Sanitation, Equipment	1	casting wash station			Barracks_02(M)_Ceramics studio_Photo (1)-(9)

Barracks	02		02 (M)- Ceramics studio	Art supplies		boxes of clay	not totally dried out		Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment		throwing batts			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Art/Media		small collection of ceramics books			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment	1	clay extruder			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment	1	Creative industries potters wheel			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment	6	Whisper wheels			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment	13	throwing stools			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Tables, Safety/Sanitation	2	ceramic reclaims table			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Wall/Display	1	rolling chalkboard			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Storage	1	filing cabinet			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment	1	large rolling pin			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M) - Glaze room	Storage, Built-in	2	sides built in shelves			Barracks_02(M)_Glaze room_Photo
Barracks	02		02 (M) - Glaze room	Safety/Sanitation	1	glaze wash sink			Barracks_02(M)_Glaze room_Photo
Barracks	02		02 (M) - Glaze room	Art supplies		various armatures			Barracks_02(M)_Glaze room_Photo
Barracks	02		02 (M) - Glaze room	Art supplies		glaze mixing ingredients			Barracks_02(M)_Glaze room_Photo
Barracks	02		02 (M) - Glaze room	Chairs	2	stools			Barracks_02(M)_Glaze room_Photo
Barracks	02		02 (M) - Glaze room	Equipment	1	branding wheel			Barracks_02(M)_Glaze room_Photo
Barracks	02		02 (M) - Studio rooms further down the barracks	Chairs, Tables, Broken		unuseable chairs and tables			Barracks_02(M)_Studios_Photo (1)-(9)
Barracks	02		02 (M) - Studio rooms further down the barracks	Equipment		metal easels			Barracks_02(M)_Studios_Photo (1)-(9)
Barracks	02		02 (M) - Studio rooms further down the barracks	Storage		metal cabinet in bathroom			Barracks_02(M)_Studios_Photo (1)-(9)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Art supplies, Misc.		scrap metal			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Equipment	1	bandsaw			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Equipment	1	spindle sander			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Tables	1	metal work table			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Art supplies, Misc.		scrap pipes			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Equipment	1	Lindenbergh gas kiln			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Equipment	1	smaller gas kiln			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Art/Media	1	metal sculpture			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, facing road and fenced in	Equipment	1	plasma cutting table			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, facing road and fenced in	Equipment	1	gantry crane			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, facing road and fenced in	Equipment	1	bench vise with stand			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, facing road and fenced in	Lighting, Equipment		standing worklights			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, facing road and fenced in	Equipment	2	propane furnaces			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, facing road and fenced in	Storage	1	shelf with casting molds and firebrick			Outdoor_Photo (1)-(10)
Barracks	H		Hall	Safety/Sanitation	1	dust collector			Barracks_H_Photo (1)-(3)
Barracks	H		Hall	Art supplies		sheet goods			Barracks_H_Photo (1)-(3)
Barracks	H		Hall	Storage	1	metal cabinet			Barracks_H_Photo (1)-(3)
Barracks	H		Hall	Equipment	1	Ingersoll Rand air compressor			Barracks_H_Photo (1)-(3)
Barracks	03		First Room West	IT		Misc. monitors			Barracks 03_First Room West (1)-(7)
Barracks	03		First Room West	IT		Misc. computers			Barracks 03_First Room West (1)-(7)
Barracks	03		First Room West	IT		Misc. computer monitor stands			Barracks 03_First Room West (1)-(7)
Barracks	03		First Room West	Lighting		Misc. flood lights			Barracks 03_First Room West (1)-(7)
Barracks	03		First Room West	Trash		Misc. trash			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Art supplies		Misc. paints and thinners			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Storage	2	2 mail cubbie shelves			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Storage	5	5 filing cabinets			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Tables	4	4 island workstations			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Storage		Built-in storage shelving			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Chairs	2	2 lounge chairs			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Chairs	4	4 upholstered chairs			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Chairs	7	7 conference chairs			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Tables	2	2 small rolling table			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Trash		Misc. trash			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Safety/Sanitation		Utility sink			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Safety/Sanitation		Soap dispenser			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Heat & cool		Portable heater			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Safety/Sanitation		Fire extinguisher			Barracks 03_West Large Studio (1)-(9)
Barracks	03		Small Room West	Lighting		Fluorescent lights			Barracks 03_Small West Room (1)
Barracks	03		Porch 1	Trash		Misc. trash			Barracks 03_Porch (1)-(2)
Barracks	03		Porch 1	Tables	1	1 workbench			Barracks 03_Porch (1)-(2)
Barracks	03		Porch 1	Chairs	1	1 folding chair			Barracks 03_Porch (1)-(2)
Barracks	03		Porch 1	Storage	1	1 cabinet			Barracks 03_Porch (1)-(2)
Barracks	03		Porch 2	Trash		Misc. trash			Barracks 03_Porch (1)-(2)
Barracks	03		Porch 2	Art supplies		Misc. paints and stains			Barracks 03_Porch (1)-(2)

Barracks	03		Porch 3	Trash		Misc. trash			Barracks 03_Porch (1)-(2)
Barracks	03		Porch 3	Art supplies		Misc. paints and stains			Barracks 03_Porch (1)-(2)
Barracks	03		Small Room Center	Trash		Misc. trash			-
Barracks	03		Small Room Center	Art supplies		Misc. paints and stains			-
Barracks	03		Large Studio East	Tables	30	30 work tables			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Equipment, Art supplies		Misc. art pedestals			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Chairs	50	50+ stools			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Equipment, Art supplies	20	20 drawing horses			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Trash		Misc. trash			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Equipment, Art supplies	20	20 easels			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Equipment, Art supplies	2	2 sawhorses			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Chairs		2 school chairs			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Office supplies		Misc. trash bins			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Hallway	Equipment	1	1 rolling cart			Barracks 03_Hallway (1)-(2)
Barracks	04		Hallway	Trash		Misc. trash			Barracks 03_Hallway (1)-(2)
Barracks	05		Hallway	Tables	2	2 tables			Barracks 03_Hallway (1)-(2)

EXHIBIT G

PREDESIGN REPORT & DEVELOPMENT PROGRAM

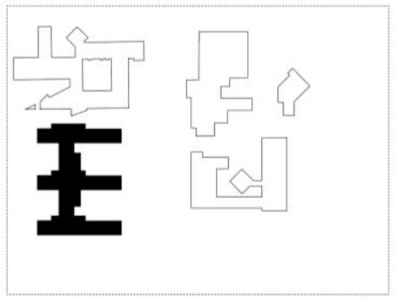
Midtown Arts & Design Aliance Predesign Report

MASS.
Issued 12.21.2023

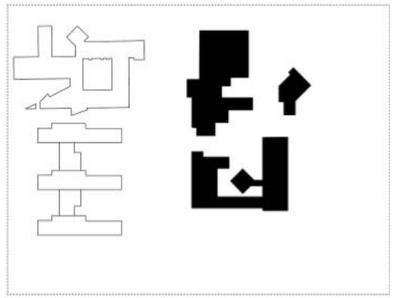
Overview of Approach

Note: This is abridged from a MASS Design Group pre-design report completed in January 2024, as part of the due diligence efforts during the Exclusive Negotiation Phase. These recommendations are based solely on pre-design efforts and may change based upon further design studies and cost during future design and construction phases.

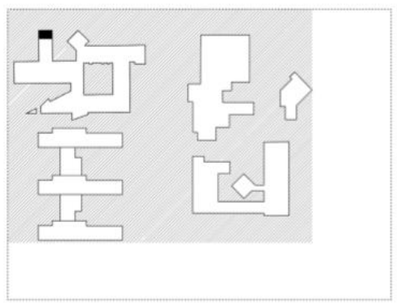
Significant changes to this scope (over 25% of the scope of work in any phase) will be reviewed by the Metropolitan Redevelopment Agency.



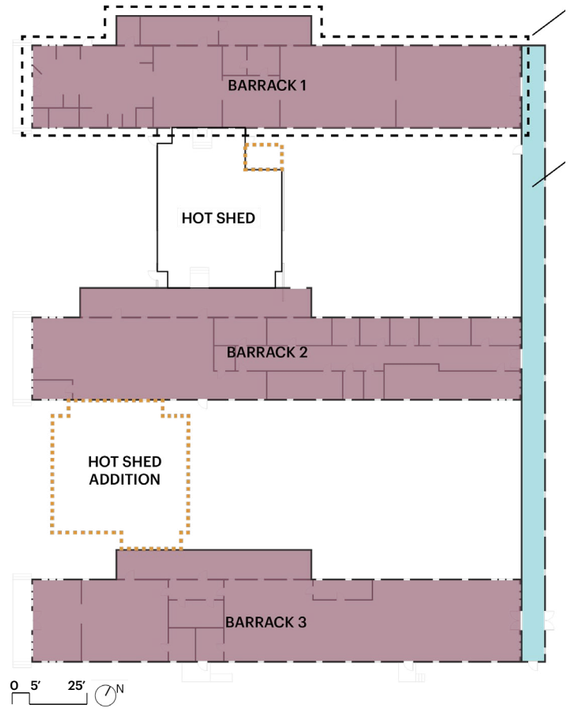
Barracks



VAC



Site & Energy Infrastructure



Barracks

Summary

The renovation of the existing Barracks buildings and a small addition will accommodate future use as a makerspace and training center for multiple tenants. This will include all necessary improvements to bring the buildings up to current code for the proposed use and make them ready for leasing. Major scopes of work in this phase include:

- Demolition of 1,590 sf “Hall” connecting the east end of the three Barracks.
- Renovation of 13,563 sf of “Barracks”
  - Full replacement of exterior cladding, sheathing, windows, doors, and interior finishes.
  - New MEP systems and fire sprinklers throughout.
- Minor Renovation of 1,705 sf of existing “Hot Shed” to include:
  - Removal and replacement of metal panel wall cladding
  - Replacement of electrical systems
  - Addition of accessible ramp and stairs
- New construction of 1,925 sf of “Hot Shed Addition”.
- ADD-ALT 1: Remove the entirety of the floor structure in Barrack 01 and replace it with new floor framing and subfloor as required to accommodate 125 psf live load requirements of light manufacturing use.

Existing Conditions

Demolition

- Remove the narrow “Hall” connecting the east end of the three Barracks, including foundations. The wood framing of the east wall of the Barracks is to remain in place. The Hall appears to be structurally independent of the Barracks, so no interim shoring is expected to be necessary during demolition. Roof flashing mastic at the connection of the Hall to the Barracks roof has been identified as an Asbestos Containing Material (ACM) and will require abatement.
- Remove the small shed at the east side of Barracks 02 Porch. This includes a slab on grade, wood framing, and corrugated metal cladding.

Exterior Selective Demolition

- Remove all siding, sheathing, and crawlspace skirt at Barracks to expose framing. The shingle siding has been identified as an ACM and will require abatement.
- Remove all windows, doors, and wall vents at Barracks.
- Selectively remove damaged areas of T&G wood soffit and fascia at Barracks (assume 25%).
- Remove all corrugated metal siding at the Hot Shed to expose the framing. Existing windows and doors remain.

Interior Selective Demolition

- Remove all interior partitions.
- Remove finishes at all exterior walls to expose framing.
- Remove floor finishes to expose subflooring.
- Remove all ceilings to expose framing.
- Remove all systems and equipment, including all extant electrical systems, HVAC equipment, plumbing, and fire sprinklers.
- ADD-ALT 1: Remove all floor finishes and subflooring in Barrack 01. Existing pier footings may remain in place.

Overview of Approach (cont.)

Foundations

Existing Foundations

- ADD-ALT 1: Assume expansion of all existing footings in alternate area by 12" at 12" deep all sides (pending confirmation of footing size / depth). Connect to existing footing with epoxied dowels at 9" o.c. around entire perimeter of the existing footing.

New Foundations

- At "Hot Shed Addition", assume slab on grade with turndown edge and spot footings at columns. No sub-slab or slab edge insulation will be required.

Enclosure

Components in each assembly type are listed from the exterior moving inwards, and are assumed to be new unless otherwise noted as existing to remain.

Floors

- TYPE F-1: Barracks Pier & Beam Floor (R-30 min)
  - 1/2" OSB soffit
  - Existing 2x8 framing to remain
  - R-30 mineral wool batt in existing framing cavity
  - Existing diagonal plank subfloor to remain
  - Hold allowance for 10% subfloor replacement
  - Existing OSB subfloor to remain
  - Floor finish (see interiors scope)
- TYPE F-2: Existing Hot Shed Slab (R-0)
  - Existing concrete slab on grade to remain. No work to be performed.
- TYPE F-3: Hot Shed Slab (R-0)
  - Exposed concrete slab on grade
- TYPE F-4: Exterior Ramps
  - 4" cast in place concrete slab, locations as shown, assume 30" max rise at 1:12 slope with tube steel handrails (no guardrails required).
- TYPE F-5: Interior Ramps
  - 2x8 framing
  - OSB subfloor
  - Floor finish (see interiors scope)
  - Assume 30" max rise at 1:12 slope with tube steel handrails (no guardrails required)
- ADD-ALT 1: TYPE F-4: High Capacity Barracks Floor
  - 1/2" OSB soffit
  - Retrofit existing framing:
    - In areas of 2x8 @ 24" o.c., add 2x8 joists to decrease spacing to 12" o.c. minimum.
    - In areas of 2x6 framing, add 2x6 HF#1 joists to decrease spacing to 8" o.c minimum
    - Exterior beams need to be increased to (3) 2x8. Interior beams increased to (4) 2x8. All existing beams are generally (2) 2x8.
  - R-30 mineral wool batt in framing cavity
  - OSB subfloor
  - Floor finish (see interiors scope)

Walls

- TYPE W-1: Barracks Exterior Wall (R-13 + R3.8ci min)
  - Fiber cement shingle cladding
  - 2x2 vertical wood furring
  - 2" mineral wool board insulation
  - WRB
  - 1/2" OSB sheathing
  - Existing 2x4 stud framing to remain
  - R-3.8 fiberglass batt insulation in existing stud cavity
  - 1/2" GWB, painted
- TYPE W-2: Existing Hot Shed Wall (R-0)
  - Corrugated metal panel
  - Existing steel framing to remain
- TYPE W-3: New Hot Shed Wall (R-0)
  - Corrugated metal panel
  - Tube steel columns and girts.

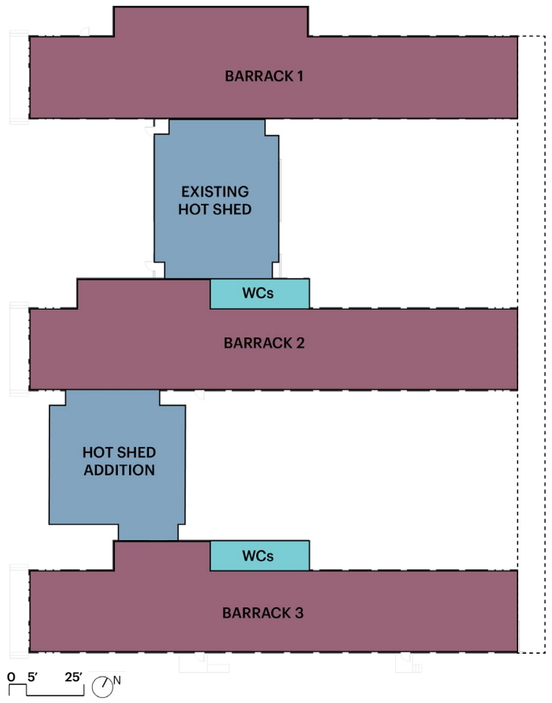
Roofs

- TYPE R-1: Barracks Roof (R-38 min)
  - Existing metal roofing to remain
  - Existing substrate to remain
  - Existing roof framing to remain
  - Existing ceiling joists to remain
  - R-38 fiberglass batt insulation in and above existing ceiling joists
  - 1/2" GWB, painted
- TYPE R-2: Hot Shed Existing Roof (R-0)
  - Existing roof assembly to remain. No work
- TYPE R-3: Hot Shed New Roof (R-0)
  - Corrugated metal panel
  - Wide flange steel beams with tube steel purlins

Openings

Windows:

- TYPE G-1: Barracks Windows. New aluminum-clad wood windows, operable double hung with simulated divided lites. Match location, quantity, size (30" x 54"), and pattern (six over six) of existing windows. Where smaller replacement windows have been installed, assume use of larger typical window size. Assume U-0.45 minimum, SHGC 0.46 maximum.
- TYPE G-2: Hot Shed Windows. Existing to remain. Assume reglazing of 100% with 1" IGU due to broken glass.
- TYPE G-3: Barracks 01 Skylights. Existing to remain. No work.



- Exterior Doors:
  - TYPE D-1: Barracks Entry Doors. Full lite aluminum-clad wood doors.
  - TYPE D-2: Egress Doors. New painted hollow metal doors in hollow metal frames. 36"x80" typical.
  - TYPE D-3: Hot Shed Garage Doors. New glazed aluminum overhead garage doors. Assume 16'-0" W x 8' H.

Interiors

Walls

- Interior Partitions: 1/2" painted GWB on 2x6 wood stud framing
- In shear wall locations, assume ½" GWB over ½" OSB each side
- Barracks Exterior Walls: 1/2" painted GWB
- Barracks Restrooms: Full-height ceramic tile on all sides of the room.
- Hot Shed / Addition: no interior finish (exposed corrugated metal cladding)

Floors

- Barracks Typical: Modular linoleum tile, Forbo Marmoleum basis of design
- Barracks Restrooms: Ceramic tile
- Hot Shed / Addition: no floor finish (exposed concrete slab)

Ceilings

- Barracks: 1/2" painted GWB, direct applied to ceiling joists
- Hot Shed / Addition: no interior finish (exposed corrugated metal cladding)

Doors

- Opaque finish solid core wood in wood frames

Services

Mechanical

The proposed program for the Barracks includes woodworking, metal working, clay/pottery and 3D printing. The airflow for these types of spaces will generally be once-through, i.e. 100% exhaust. We recommend the Barracks be served by makeup air units with evaporative cooling with hot water coils. For heating, we recommend water-to-water heat pumps to generate low-temperature hot water to serve the

Overview of Approach (cont.)

heating coils in the makeup air units as well as perimeter radiant fin-tube heating units. Suspended hot water unit heaters may be used in certain locations. The water-to-water heat pumps would be tied to the geo-exchange loop. Dedicated source capture exhaust systems should be considered for woodworking, hot work, clay mixing and over kilns.

Plumbing

There is limited plumbing currently located in the Barracks. New plumbing fixtures and plumbing distribution will be provided as required to support the program. Utility sinks with solids interceptors will be provided in the clay/pottery areas and oil interceptors should be provided in areas where oil-based paints, greases or other oils are present. Floor drains/sinks will be provided in wet areas to facilitate cleaning/ maintenance.

Electrical

Distribution. The existing distribution system is dated and we recommend replacement in these buildings with a 208Y/120V, (three-phase) system. This will need to be coordinated with PNM. Single-phase equipment that is planned to be used in these buildings will need to be verified that they can operate at 208V instead of 240V.

Lighting. We recommend replacing all lighting systems with LED technology and occupancy sensor controls to meet the current energy code. Emergency egress and exit signs should also be replaced. If the ceiling systems are replaced, all conduit systems shall be concealed. The design team will maximize lighting power efficiency, with a design goal of 1w/sf maximum. Life safety power for areas will be provided via 90-min batteries within luminaires. No generator is anticipated at this time.

Fire Sprinkler

A new wet-pipe fire sprinkler system will be provided in the Barracks to provide full coverage. The expected NFPA 13 hazard classification is Ordinary Hazard (Group 2) for all metalworking and woodworking areas and Ordinary Hazard (Group 1) for other spaces.

Fire Alarm

The fire alarm system FACP, horns, strobes, and pull stations should also be replaced. Flow and tamper switches for the new wet pipe sprinkler system will also need to be monitored by the fire alarm system.

Low Voltage

- LV System Rough-In. The Barracks renovation should include rough-in work for the systems described below.
- Data Equipment. Assume a data equipment room for wireless internet and tenant-provided servers as needed.
- Wireless Access. The Barracks should be outfitted with wireless access points.
- Cable/Telephone. No cable or telephone service shall be provided in the base renovation of the Barracks.
- Audio Visual. No audio visual equipment shall be provided in the base renovation of the Barracks.
- Access Control. One door at each of the three Barracks should be configured for keycard access control. The remaining doors should be keyed.
- Security. 180 degree security cameras shall be positioned at the four exterior corners of each barrack. Allow for up to four security cameras interior to each of the three Barracks.

Sitework

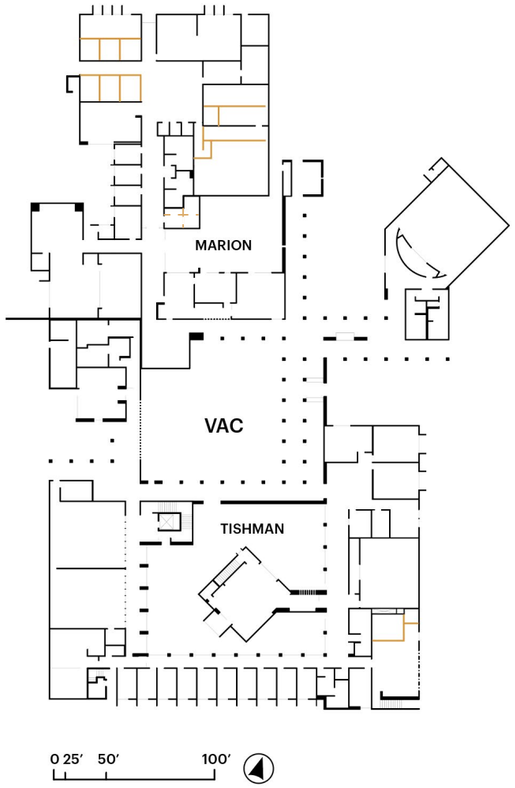
- New sidewalk connections to provide accessible entrances at east doors. Assume replacement of the entire branch from N/S sidewalk, approximately 16'L x 6'W at each of the (3) doors.
- Minor re-grading to provide accessible entrances and exits.
- Re-planting and grading of the area of demolished "Hall".
- Any sitework or trenching associated with MEPF site utilities.

VAC

Summary

The renovation of the existing Visual Arts Center buildings (Tishman, Marion, and Tipton) will accommodate the proposed use as leased office spaces with shared amenities. This will include all necessary improvements to return the buildings to an operational status, bring them up to current code for the proposed use, and make them ready for leasing to tenants. Major scopes of work in this phase include:

- Extensive replacement of damaged mechanical and plumbing systems throughout, including associated removal and replacement of wall and ceiling finishes.
- Minor space reconfiguration, including interior partitions and casework removal in isolated areas.
- New window openings in isolated locations.



- Addition of kitchens/breakrooms in Marion 134 and Tishman 132.
- Re-lamping or replacement of outdated lighting fixtures.
- Replacement of fire alarm system.

Existing Conditions

Exterior Selective Demolition:

- Removal of stucco, sheathing, insulation, and framing as required for installation of new window openings at the locations listed under OPENINGS. Temporary shoring of wall framing for installation of new headers per structural will be required during demolition.
- Removal of stucco "roof" over Tishman Room 132, including metal deck and open web steel joist framing. A temporary enclosure of this space will be required during demolition.
- Removal of storefront window system at the west wall of Tishman Room 132.

Interior Selective Demolition:

- Removal of wall finishes as required to replace damaged domestic water supply lines. Assume 100% of in-wall lines will require access.
- Removal of ceiling finishes as required to replace damaged mechanical equipment, piping, and domestic water supply lines. Assume that roughly 50% of the total ceiling area will require removal with a 40% / 60% ratio of GWB to ACT ceilings. ACT ceiling tiles and grid should be salvaged for reinstallation where possible.
- Removal of non-loadbearing interior partitions in selected areas.
- Removal of darkroom equipment and millwork in areas to be converted to office use.

Foundations

- Existing foundations to remain. No work to be performed.
- See Opening type G-7 for associated foundation modifications at this location.

Enclosure

Existing Exterior Walls

- Isolated patching and crack repair of synthetic stucco. Assume 5% of total wall area.

Roofs

- TYPE R-1: Existing Flat Roof. See roofing inspection reports and proposals in appendix for detailed scope of work and cost data. Assume all proposed repairs will be completed.
- TYPE R-2: Existing Standing Seam Metal Roof. Existing to remain. No work.
- TYPE R-3: Sloped Stucco "Roofs". Coat horizontal stucco surfaces with clear water-repellent penetrating sealer. Provide allowance for stucco crack repair.
- TYPE R-4: New Roof at Tishman Room 132 (R-30 min).

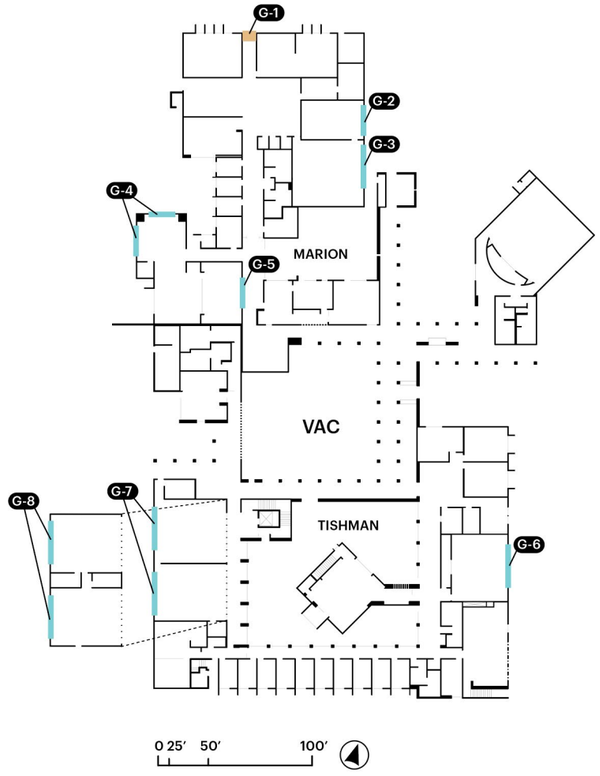
Overview of Approach (cont.)

- Gravel-ballasted EPDM roofing. Match existing gravel ballast appearance or relocate gravel from a non-visible location. Including associated wall terminations and flashing at existing walls.
- 1" tapered polyiso insulation
- Metal decking on open web steel joists with WF steel header at window opening. All roof structure will need to be set at a +/- 12" lower bearing height. Modifications to structural support in this area will be required.
- R-30 fiberglass batt insulation, wired to the bottom of deck

Openings

New Openings In Existing Walls:

- TYPE G-1: North wall of Corridor 109
  - Double Door 6'-0" w x 8'-0" h, match type #11 (as-builts)
- TYPE G-2: East wall of Room 122
  - Fixed window 8"w x 8'-0" h (each) - array of 6 @ 8" spacing
- TYPE G-3: East wall of Room 125
  - Fixed window 8"w x 8'-0" h (each) - array of 13 @ 8" spacing
- TYPE G-4: North / West wall of Room 136
  - Fixed window 5'-0" w x 5'-0" h with extruded stucco shade, quantity of 4, match type #10 (as-builts)
  - New header (2) 800S162-54mil and jamb (2) 600S162-54mil at each opening
- TYPE G-5: East wall of Room 139
  - Interior Window 126"w x 67"h
  - New header (2) 1000S162-54mil and jamb (2) 600S162-43mil at each opening
- TYPE G-6: East wall of Room 109
  - Fixed window array 1'x1' (each), total quantity of 20 in 5 groups of 4, match type #43 (as-builts)
  - Fixed window 4'-0" x4'-0", match type #47 (as-builts)
  - New header (2) 800S162-54mil and jamb (2) 600S162-54 at 4'-0" x4'-0" opening
- TYPE G-7: West wall of Room 136, Room 138
  - Fixed window w/ extruded stucco shade 12'-0"w x 5'-0"h, match type #5 (as-builts) - total quantity of 2



  - Each opening will require the installation of a new beam HSS 12x6x1/4 and columns on each end HSS 6x6x1/4. Existing footings will require expansion at each column by 1.5'x4' with epoxied dowels.
- TYPE G-8: West wall of Room 203, Room 207
  - Fixed window array 1'x1' (each), total quantity of 33

Replacement of Existing Openings:

- TYPE G-9: West wall of Room 132.
  - Match size and layout of the existing storefront window and door assembly at this location with new aluminum storefront with 1" IGU.

Existing Openings to Remain:

- Windows. Include allowance for miscellaneous minor repairs to existing windows (renewal of sealants, hardware repairs, etc.)
- Hollow Metal Exterior Doors. Repaint all exterior HM doors and frames. Include allowance for miscellaneous minor repairs (replacement of sweeps, gaskets, etc.)
- Wood Entry Doors at Tipton and Marion. Include an allowance for structural repairs and refinishing.

Interiors

Walls

Patching of Existing Finishes. Patch all wall openings required for piping replacement with finish to match existing / previous.

- For GWB walls, assume patching with 5/8" Type X GWB and localized re-painting to match adjacent finishes.
- Where multiple openings are required in a single exposed tiled wall (i.e. fixture walls of restrooms) assume re-tiling of the entire wall with new small format (2x2) ceramic tile to minimize the need for matching to existing finishes.

New Partitions. 5/8" Type X GWB on 4" metal stud.

Floors *(see room schedule for the extent of each type)*

- TYPE F-1: Sealed concrete. Assume deep clean and re-polish
- TYPE F-2: Tile. Existing to remain, include allowance for deep clean
- TYPE F-3A: Carpet - Remove and replace with new modular carpet tiles
- TYPE F-3B: Carpet - Existing to remain, include allowance for deep clean

Ceilings

Patching of Existing Finishes. Patch all ceiling openings required for piping, mechanical equipment, and ductwork replacement with finish to match existing / previous. Area percentages are given as a percentage of the total ceiling area.

- For both GWB and ACT ceilings, reuse or reinstall existing suspended framing / grid wherever possible. Assume 15% replacement of the total area of ceiling framing.
- For GWB ceilings, assume removal and replacement of 25% of the total ceiling area with 5/8" Type X GWB. Assume re-painting of all ceilings.
- For ACT ceilings, assume removal and reinstallation of 25% of the total ceiling area. Assume the replacement of damaged or missing tiles in 10% of the total ceiling area.

Doors

Existing Doors. Include an allowance for miscellaneous repairs to doors and hardware (changing lockset types, replacing closers, reinforcing damaged doors, etc.).

Casework

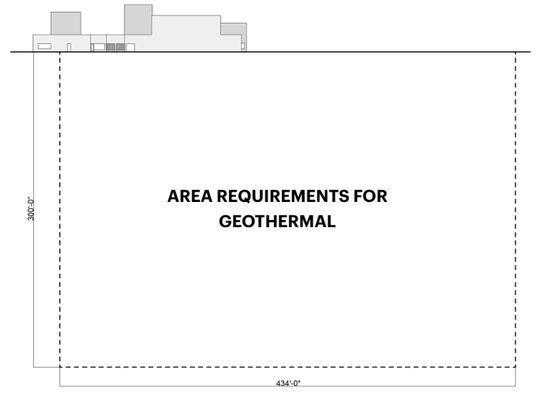
New Casework. In the new kitchen/breakroom spaces, assume PLAM base cabinets and uppers with quartz countertops.

Services

Mechanical

Three replacement HVAC alternatives for the building are summarized below and in the attached Table M1.

- Option A – Ground-Coupled Water Source Heat Pumps. This option includes a geo-exchange loop with approximately 90 boreholes, ~300-400 ft deep. Assume 20,000 sq ft of surface area below-ground per diagram for borehole drilling. New distribution piping would be installed throughout the building to



water-source heat pumps located above the ceiling. New dedicated outside air units would supply ventilation air to the spaces. Existing ductwork would be reused to the extent possible. New HVAC controls would be provided throughout the building.

Overview of Approach (cont.)

- Option B – Single Duct VAV with HW Reheat,Electric Boilers (Replace existing systems with all-electric equivalent). This option would replicate the existing system, except that gas-fired equipment would be replaced by electric resistance and/or heat pumps to convert the system to all-electric. Central heating and cooling plants would consist of electric resistance boilers and air-cooled chillers, respectively. New 4-pipe distribution piping would be installed throughout the building, ductwork would be reused. New HVAC controls would be provided throughout the building.
- Option C – Single Duct VAV with HW Reheat, Gas-Fired Boilers (Replace existing systems like-for-like). This option would replicate the existing system. Existing gas-fired equipment would be replaced with new gas-fired equipment. Central heating and cooling plants would consist of gas-fired boilers and air-cooled chillers, respectively. New 4-pipe distribution piping would be installed throughout the building, ductwork would be reused. New HVAC controls would be provided throughout the building.

Plumbing

Full replacement of all domestic water supply lines in the building is likely required due to freeze damage. Assume 100% replacement. Assume the replacement of 10% of existing plumbing fixtures due to operational issues.

New plumbing fixtures will be located in the new kitchen / breakrooms in Marion 134 and Tishman 132. Assume a sink, dishwasher, and refrigerator at each location.

Electrical

Electrical Distribution. The electrical distribution system appears to be in good working condition. We recommend replacing all 5 meters with updated/ networkable meters to provide the ability to meter the buildings remotely. There appears to be adequate space in the main distribution board to add breakers to accommodate photovoltaic/BESS system connections. The scope of this work will need to be confirmed during the design phase.

Lighting. We recommend replacing fluorescent fixtures and re-lamping incandescent fixtures (where possible, otherwise replace) with LED technology. During the site visit, it was expressed that the existing track lighting also needs to be replaced. Existing dimmer switches will need to be replaced to be compatible with LED fixtures. Occupancy/vacancy sensors should be provided in all areas to meet the current energy code. Life safety power for areas will be provided via 90-min batteries within luminaires. No generator is anticipated at this time.

Fire Sprinkler

No fire sprinklers are in the building, and none are required based on occupancy classification.

Fire Alarm

Based on the age of the existing fire alarm system (useful life for fire alarm systems is approximately 20 years), we recommend replacing the FACP, smoke detectors, horns, strobes, and pull stations in all four buildings. Existing wiring can be reused.

Low Voltage

LV System Rough-In. The communication system cabling and equipment will need to be reviewed by the owner's IT department to determine if the cabling and equipment is adequate to serve the planned use of the facility. It is recommended that the IT system be upgraded as part of the construction phase. The VAC renovation should include rough-in work for the systems described below.

- Data Equipment. Assume a data equipment room for wireless internet and tenant-provided servers as needed.
- Wireless Access. The VAC should be outfitted with new wireless access points.
- Cable/Telephone. No cable or telephone service shall be provided in the base renovation of the VAC.
- Audio-Visual. No audio-visual equipment shall be provided in the base renovation of the VAC.
- Access Control. Assume keycard access control at four primary entrances across the VAC complex. The remaining doors shall be keyed.
- Security. Provide a modest allowance for a vendor-supplied security system around the perimeter of the VAC and in common spaces and hallways within the complex.

Sitework

Assume replacement of approximately 25lf of damaged sidewalk, including removal of existing concrete.

Local repair / re-setting of brick paving throughout, assume approximately 500 sf.

Any sitework or trenching associated with MEPF site utilities.

Landscape & Energy Infrastructure

Summary

This Scope of Work focuses on landscape and energy infrastructure investments to the inner boundary within the MADA block. In this phase, energy infrastructure upgrades for solar PV compatibility, as well as landscape improvements will be made.

Energy Infrastructure

Solar

Based on Architecture 2030 targets for energy efficiency, baseline EUIs (energy use intensity) for the buildings have been reduced by 20% to a target EUI of 45 kbtu/sf/yr. Based on this target, probable solar PV area is in the range of 30,000. The majority of PV can be direct-mounted to the roofs of the VAC. Assume the remaining SF of PV will require an elevated structure for above-parking PV canopies.

Building		VAC	Barracks	Total
NSF		31,257	13,914	**45,171**
Baseline EUI		58.0	57.9	**58**
Target EUI		45	45	**45**
Target kBTU/yr		1,406,565	626,130	**2,7032,695**
Target kWH/yr		412,236	183,506	**595,742**
SF PV Required		20,700	9,200	**29,900**

Site Work

Landscape

Sitework extents are based off of the property boundary on the following page. Total site area to receive improvements (excluding building footprints and 5' offset from each building, which is sitework that will be performed in Phases 1 and 2) is 61,147 sq. ft. Assume the following:

- 30% of site area to be permeable unitized paver
- 50% of site area to be low-mow ground cover
- 20% of site area to be irrigated plantings (provide allowance)
- Assume no stormwater retention infrastructure

Site Lighting

Provide allowance for exterior site lighting. Exterior light fixtures will be positioned at building entries and surrounding sites for security and personnel safety. Color temperature is expected to be 3000K. The exterior lighting will be automatically controlled by a lighting control system to turn on at dusk and off at dawn. No roadway lighting is to be provided.

MIDTOWN ARTS AND DESIGN ALLIANCE 1/10/25

DETAILED DEVELOPMENT PROGRAM

TYPE: MIXED INCOME COMMERCIAL SPACE

Total Heated Area	Building	Room #	Prior Room Name	Area	Renovation/ New Construction	New Room #	SubLease Area	PROPOSED PROGRAM/ USE	PROPOSED PHASE
	Marion	101	Shop	267	Renovation				1
	Marion	102	Darkroom	122	Renovation	101	627	Office	1
	Marion	103	Darkroom	119	Renovation				1
	Marion	104	Workstudy	119	Renovation				1
	Marion	105	Corridor	189	Renovation	105	189	Corridor	1
	Marion	109	Corridor	124	Renovation	109	124	Corridor	1
	Marion	110	Digital	410	Renovation				1
	Marion	111	Finishing	443	Renovation	110	853	Community Room + Offices	1
	Marion	112	Mech	193	Renovation	112	193	Mechanical	1
	Marion	113	Atrium	811	Renovation	113	811	Community Gallery	1
	Marion	114	Vestibule	191	Renovation	114	191	Darkroom Vestibule	1
	Marion	115	Non-Silver	234	Renovation	115	234	Darkroom	1
	Marion	106	Darkroom	122	Renovation				1
	Marion	107	Darkroom	119	Renovation				1
	Marion	108	Darkroom	119	Renovation				1
	Marion	117	Classroom	567	Renovation	117	927	Children's Makerspace	1
	Marion	118	Film Loading	34	Renovation	118	34	Storage	1
	Marion	119	Film Loading	34	Renovation	119	34	Storage	1
	Marion	120	Film Loading	35	Renovation	120	35	Storage	1
	Marion	116	Advance Large	307	Renovation				1
	Marion	121-122	Vestibule/Color	284	Renovation	122	591	Office	1
	Marion	123	Print Dry	305	Renovation				1
	Marion	124	Corridor		Renovation				1
	Marion	125	Group Darkroom	844	Renovation	125	1149	Film Studio	1
	Marion	126	Faculty Office	121	Renovation	126	121	Meeting Room	1
	Marion	127	Faculty Office	121	Renovation	127	121	Meeting Room	1
	Marion	128	Faculty Office	122	Renovation	128	122	Meeting Room	1
	Marion	129	Academic Coord	193	Renovation	129	193	Workshop	1
	Marion	130	Corridor	512	Renovation	130	512	Corridor	1
	Marion	131	Women	213	Renovation	131	213	Women	1
	Marion	132	Men	195	Renovation	132	195	Men	1
	Marion	133	Jan	35	Renovation				1
	Marion	134	Coffee Bar	74	Renovation				1
	Marion	135	Corridor	102	Renovation	134	211	Break Room	1
	Marion	136	Preservation Lab	570	Renovation	136	570	Office	1
	Marion	146	Copy Stand	72	Renovation	146	72	Storage	1
	Marion	137+147	Corridor+Copier	275	Renovation	137	275	Corridor	1
	Marion	138	Newhall Library	692	Renovation	138	692	Studio	1
	Marion	139	Newhall Library	610	Renovation	139	610	Board Room	1
	Marion	140	Corridor	433	Renovation	140	433	Corridor	1
	Marion	141+142	Asst+Director+Hall	738	Renovation	+142+144	738	Offices	1
	Marion	143	Library	519	Renovation	143	519	Shared Meeting Room	1
	Marion	145	Gallery	528	Renovation	145	528	Gallery	1
	Marion	201	Mech Penthouse	772	Renovation	201	772	Mechanical	1
12,889			**TOTAL MARION**	**12,889**			**12,889**		**1**
	Tishman	101	Art History	359	Renovation	101	359	Shared Meeting Room	2
	Tishman	102	Art History Seminar	376	Renovation	102	376	Class Room	2
	Tishman	103	Art History Seminar	370	Renovation	103	370	Class Room	2
	Tishman	104	Dept. Chair Office	263	Renovation	104	263	Office	2
	Tishman	105	Work Room	111	Renovation	105	111	Storage	2
	Tishman	106	Assistant Office	136	Renovation	106	136	Office	2
	Tishman	107	Corridor	1,387	Renovation	107	1387	Gallery & Corridor	2
	Tishman	108+109	AV+Art History	1,069	Renovation	108+109	1069	Class Room	2
	Tishman	110+111 +202	Art History Library + Nook +	1,579	Renovation	111	1579	Studio + Office	2
	Tishman	113	Women	222	Renovation	113	222	Women	2
	Tishman	114+115 +116	Visual Resource Library+Copy	940	Renovation	116	940	Studios	2
	Tishman	117	Office	203	Renovation	117	203	Office	2
	Tishman	118	Coffee Bar	36	Renovation	118	36	Break Room	2
	Tishman	119	Men	237	Renovation	119	237	Men	2
	Tishman	120	Office	135	Renovation	120	135	Office	2
	Tishman	121	Office	135	Renovation	121	135	Office	2
	Tishman	122	Office	135	Renovation	122	135	Office	2
	Tishman	123	Office	135	Renovation	123	135	Office	2
	Tishman	124	Corridor	682	Renovation	124	682	Office	2
	Tishman	125	Office	135	Renovation	125	135	Studio	2

	Tishman	126	Office	135	Renovation	126	135	Studio	2
	Tishman	127	Office	135	Renovation	127	135	Studio	2
	Tishman	128	Office	135	Renovation	128	135	Studio	2
	Tishman	129	Office	135	Renovation	129	135	Studio	2
	Tishman	130	Office	135	Renovation	130	135	Studio	2
	Tishman	131	Trash		Renovation	131	0	Trash	2
	Tishman	134	Jan	47	Renovation	134	47	Janitor	2
	Tishman	132+133	Seminar+Kitchen	467	Renovation	132	467	Community Room Kitchen	2
	Tishman	135	Storage	73	Renovation	135	73	Storage	2
	Tishman	137	Hallway	1,082	Renovation	137	1082	Hallway	2
	Tishman	136	Drawing Studio	986	Renovation	136	2144	Community Gallery	2
	Tishman	138	Painting Studio	1,158	Renovation				2
	Tishman	139	Storage	151	Renovation	139	151	Storage	2
	Tishman	140	Elevator + Elevator Equipment	157	Renovation	140	157	Elevator + Elevator Room	2
	Marion	148	Electrical+Transfor	411	Renovation	148	411	Electrical Room	2
	Tishman	141	Student Lounge	585	Renovation	141	585	Café	1
	Tishman	142	Hallway	163	Renovation	142	163	Hallway	1
	Tishman	143	Women	266	Renovation	143	266	Women	1
	Tishman	144	Men	309	Renovation	144	309	Men	1
	Tishman	201	Mech Penthouse	940	Renovation	201	940	Mechanical	2
	Tishman	203	Visual	1,065	Renovation	203	1065	Studio	2
	Tishman	204	Storage	113	Renovation	204	113	Storage	2
	Tishman	205	Storage	108	Renovation	205	108	Storage	2
	Tishman	206	Hallway	878	Renovation	206	878	Hallway	2
	Tishman	207	Visual	1,030	Renovation	207	1030	Studio	2
	Tishman	208	Mech Penthouse	110	Renovation	208	110	Mechanical	2
	Tishman	209	Mech Penthouse	590	Renovation	209	590	Mechanical	2
19,419			**TOTAL TISHMAN**	**19,419**			**19,419**		**2**
	Tipton	101	Lobby	438	Renovation	101	438	Lobby	1
	Tipton	102	Women	212	Renovation	102	212	Women	1
	Tipton	103	Men	196	Renovation	103	196	Men	1
	Tipton	104	Jan	19	Renovation	104	19	Janitor	1
	Tipton	105	AV	174	Renovation	105	174	Projector Booth	1
	Tipton	107	Lecture Hall	1,546	Renovation	107	1546	Lecture Hall	1
	Tipton	108	Storage	35	Renovation	108	35	Storage	1
2,620			**TOTAL TIPTON**	**2,620**			**2,620**		**1**
	Hall			Demo	Demolition				3
	Barracks	A.1	Barrack 1	3,904	Renovation	A.1	3904	Makerspace	3
	Barracks	A.2	rrack 1 Porch: Stor/M	574	Renovation	A.2	434	Storage	3
						A.3	70	WC 1	3
						A.4	70	WC 2	3
	Barracks	B	Hotshed 1	1,718	Renovation	B	1718	Makerspace	3
	Barracks	C.1	Barrack 2	3,908	Renovation	C.1	3908	Makerspace	3
	Barracks	C.2	rrack 2 Porch: Stor/M	672	Renovation	C.2	532	Storage	3
						C.3	70	WC 3	3
						C.4	70	WC 4	3
	Barracks	D	Hotshed 2	1,809	New Construction	D	1809	Makerspace	3
	Barracks	E.1	Barrack 3	3,904	Renovation	E.1	3904	Training Center	3
	Barracks	E.2	rrack 3 Porch: Stor/M	574	Renovation	E.2	434	Training Center	3
						E.3	70	WC 5	3
						E.4	70	WC 6	3
17,063			**TOTAL BARRACKS**	**17,063**			**17,063**		**3**
			TOTAL ALL	**51,991**			**51,991**		
Total Heated Area		**VAC**	**34,928**						
Total Heated Area		**Barracks**	**17,063**						
Renovated Area		VAC	34,928						
		Barracks	15,254						
Total Renovation Area			**50,182**						
Demolished Area		**Barracks**	**1,374**						
New Construction		**Barracks**	**1,809**						

EXHIBIT H

CONSTRUCTION TIMELINE

EXHIBIT H TIMELINE

MADA Critical Path Schedule	Duration from Effective Date in Working		Duration from Effective Date in Months	
Scope of Work				
Complete SD and Preliminary Development Plans, all phases	**105**	days	**3.5**	mo
MRA Review and MRA-Approved Development Plan approval	**135**	days	**4.5**	mo
Land Use Review and Final Development Plans Approval	**195**	days	**6.5**	mo
City to coordinate Removal of unused FF&E	**255**	days	**8.5**	mo
PHASE 1				
Construction Documents Ph 1	**285**	days	**9.5**	mo
Submit for bid/subcontractors	**345**	days	**11.5**	mo
Building Permits	**345**	days	**11.5**	mo
100% Funding Phase 1	**360**	days	**12**	mo
Construction Ph 1	**690**	days	**23**	mo
C of O and Move in Ph 1	**720**	days	**24**	mo
PHASE 2				
Construction Documents Ph 2	**690**	days	**23**	mo
Submit for bid/subcontractors	**750**	days	**25**	mo
Building Permits	**750**	days	**25**	mo
100% Funding Phase 2	**810**	days	**27**	mo
Construction Ph 2	**1140**	days	**38**	mo
C of O and Move in Ph 2	**1170**	days	**39**	mo
PHASE 3				
Construction Documents Ph 3	**1080**	days	**36**	mo
Submit for bid/subcontractors	**1140**	days	**38**	mo
Building Permits	**1140**	days	**38**	mo
100% Funding Phase 3	**1140**	days	**38**	mo
Construction Ph 3	**1470**	days	**49**	mo
C of O and Move in Ph 3	**1500**	days	**50**	mo

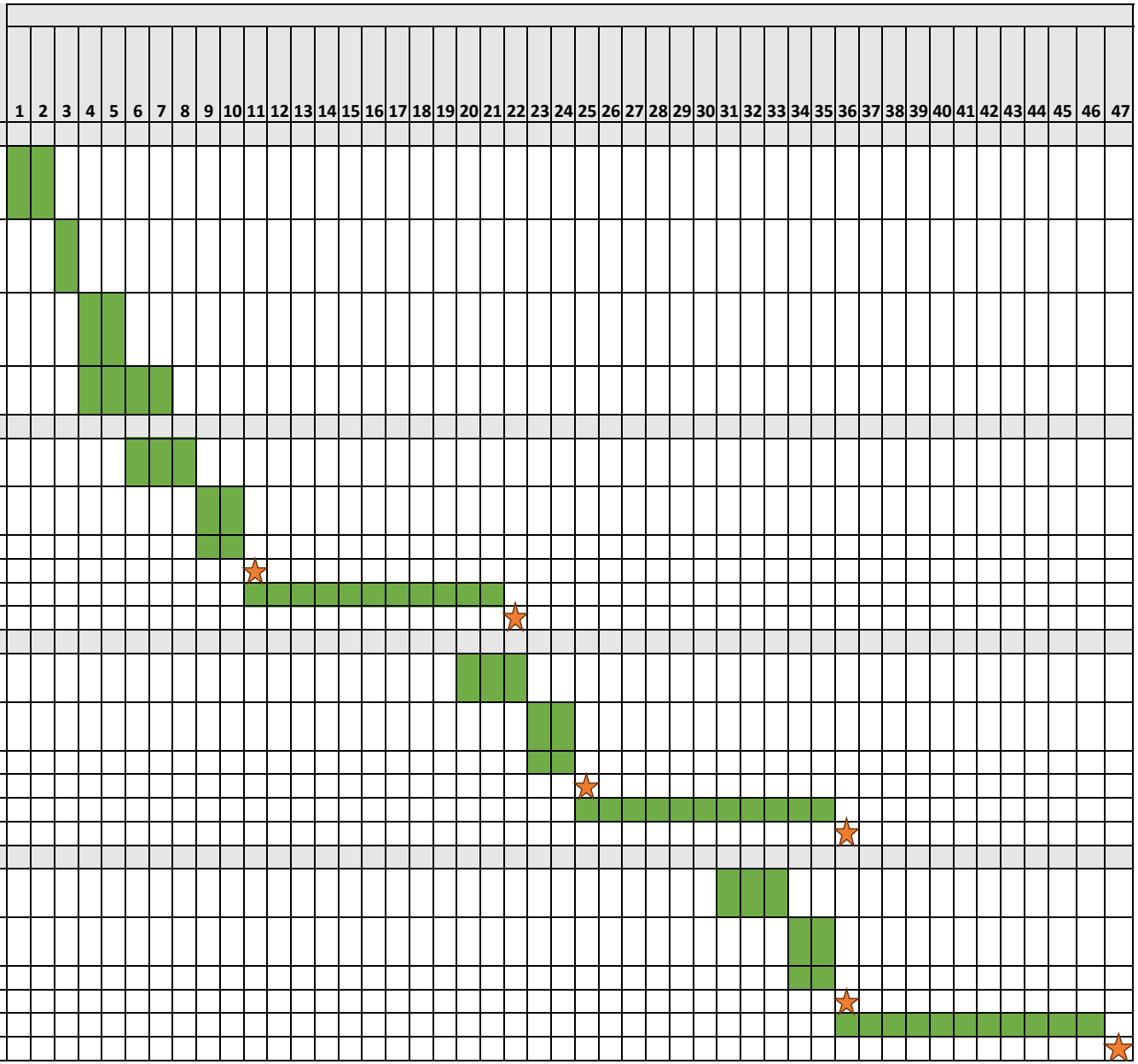


EXHIBIT I

SUBLEASE INSURANCE REQUIREMENTS

EXHIBIT I

INSURANCE & INDEMNITY REQUIREMENTS

1. SUBLESSEE'S INSURANCE: At all times during the term of this Lease, Sublessee shall, at its sole cost and expense, procure and maintain the following types of insurance coverage:

1.1. **Sublease Pass-Through Requirements.** All subleases permitted under this Lease shall require sublessees to maintain, at a minimum, the following insurance coverages:

1.2. **Commercial General Liability** insurance with shall include contractual liability coverage, and written on an occurrence basis providing coverage at least as broad as Insurance Services Office (ISO) form CG 00 01 for claims against bodily injury (including death), personal and advertising injury, and property damage arising out of Sublessee's operations, use, or occupancy of the Premises with limits not less than $1,000,000 per occurrence, $2,000,000 annual aggregate, and $2,000,000 Products-Completed Operations aggregate. The Commercial General Liability policy shall include:

1.2.1. ISO Additional Insured endorsement with coverage at least as broad as CG 20 10 (ongoing operations) and 20 37 (completed operations), or a blanket additional insured endorsement, in each case naming Sublessor and the City Parties as additional insureds, provided that, if the blanket additional insured endorsement is used, premises and operations, as well as products-completed operations coverage must be provided to Sublessor and the City Parties;

1.2.2. A Waiver of Subrogation endorsement in favor of Sublessor and the City Parties;

1.2.3. A Primary, Non-contributory endorsement in favor of Sublessor and the City Parties or a blanket primary, non-contributory endorsement;

1.2.4. Sublessee's Commercial General Liability policy shall <u>not</u> include: (a) amendment of contractual liability, or (b) cross claims or cross suits exclusion;

1.2.5. Notice of cancellation/non-renewal to the Sublessor, providing thirty (30) days prior written notice, excepting only cancellation for the non-payment of premium which shall require ten (10) days prior written notice.

1.3. **Workers' Compensation Insurance** with statutory limits as required under the laws of the State of New Mexico and Employer's Liability coverage no less than $1,000,000 per accident; $1,000,000 policy limit bodily injury by disease; $1,000,000 each employee bodily injury by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Sublessor and the City Parties.

1.4. **Automobile Liability Insurance** with a combined single limit of $1,000,000 per accident for bodily injury and property damage for any owned, hired and non-owned vehicles used by Sublessee during the term of the Sublease. Said policy shall

include Contractual Liability and the following coverages and endorsements: (a) an endorsement naming Sublessor and the City Parties as additional insureds or a blanket additional insured endorsement; (b) A Waiver of Subrogation endorsement in favor of Tenant/Sublessor and the City Parties or a blanket waiver of subrogation endorsement; (c) a Primary, Non-contributory endorsement in favor of Sublessor and the City Parties or a blanket primary, non-contributory endorsement; and (d) Notice of cancellation/non-renewal to Sublessor, providing 30-days prior written notice, excepting only cancellation for non-payment of premium, which shall require ten (10)days prior written notice.

1.5. **Personal Property.** Special Form (All-Risks) property insurance upon personal property owned or leased by Sublessee, including furnishings, fixtures, equipment, goods, and inventory or property for which Sublessee is legally liable. Sublessor shall be named as Loss Payee as its interests may appear.

1.6. **Provisions Applicable to All Insurance Requirements**

1.6.1. All Certificates of Insurance must have all required endorsements attached and must be submitted prior to the commencement of the use, occupancy, or performance of any operations at the Premises.

1.6.2. Should any of the insurance policies contain either a deductible or self-insured retention, Sublessor and Sublessee(s) shall be responsible for paying their respective deductibles or self-insured retentions and the City shall not be responsible for paying such costs.

1.6.3. The insurance requirements set forth herein shall not relieve Tenant/Sublessor or Sublessee of liability in excess of such coverage, not shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or law. No representation is made that the minimum insurance requirements of this Agreement are sufficient to satisfy the obligations of the Tenant/Sublessor and/or its Sublessee(s).

1.6.4. All insurance policies shall be written by an insurer with an A.M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business in the state of New Mexico or approved by the National Surplus Lines Association.

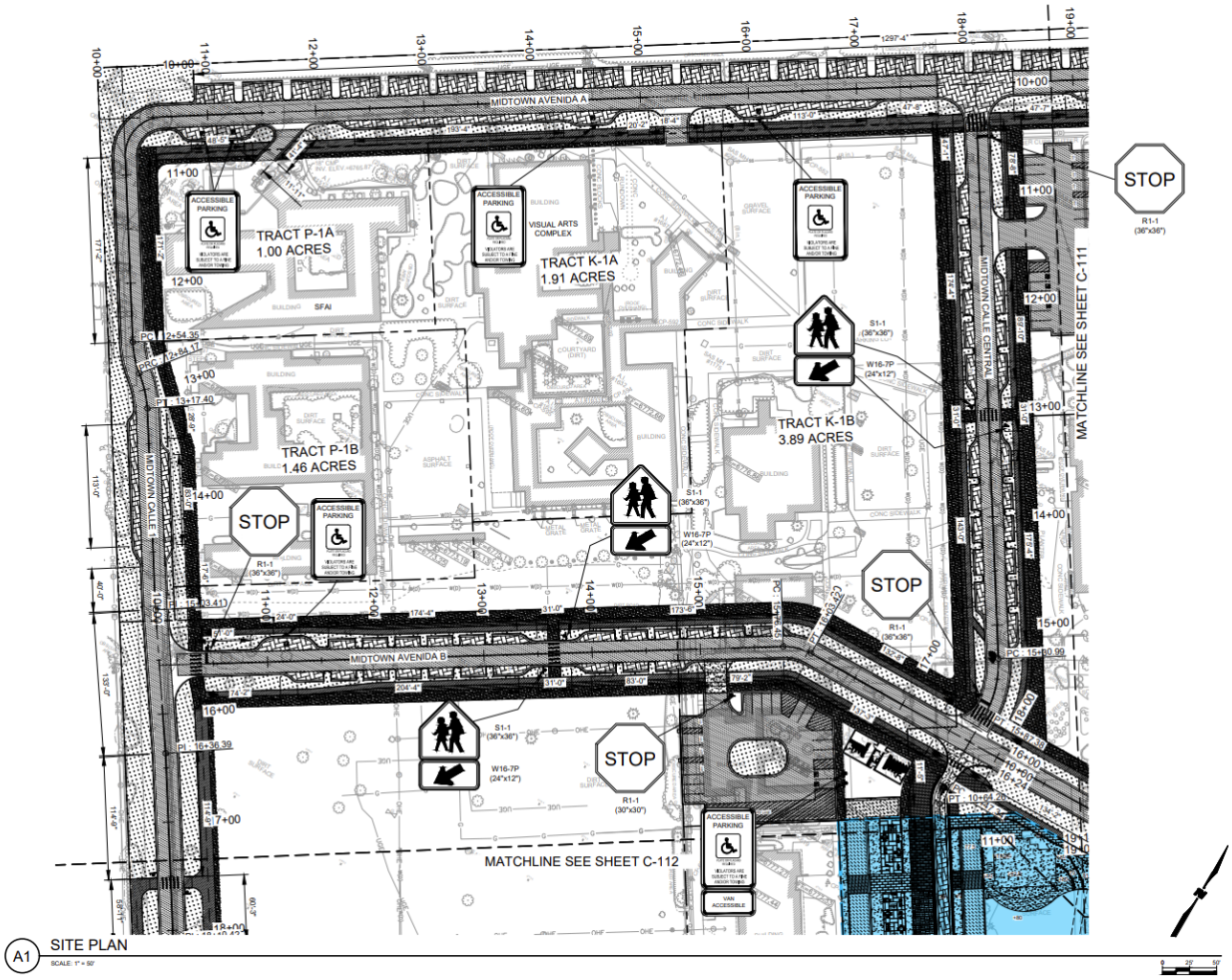
2.0 Indemnification

Sublessee shall defend, indemnify and hold the City and the Lessor harmless from action, proceedings, loss, costs, damages, liability and all other liabilities and expenses, including but not limited to attorney's fees, and cost of litigation, incurred by Sublessor by reason of any claim against Lessor or the City arising out of this lease and/or the operation of the Premises, except those claims arising out of the active conduct or negligence of Lessor's employees acting in the course of their employment for the benefit of Lessor and not Lessee.

EXHIBIT J

DEPICTION OF MIDTOWN ROW IMPROVEMENTS

Midtown Infrastructure Design Set



The City will coordinate with the Developer on any necessary modifications based on the final construction documents and both parties will make reasonable efforts to accommodate the other party's needs to improve the property.

Midtown Arts and Design Alliance Infrastructure Request

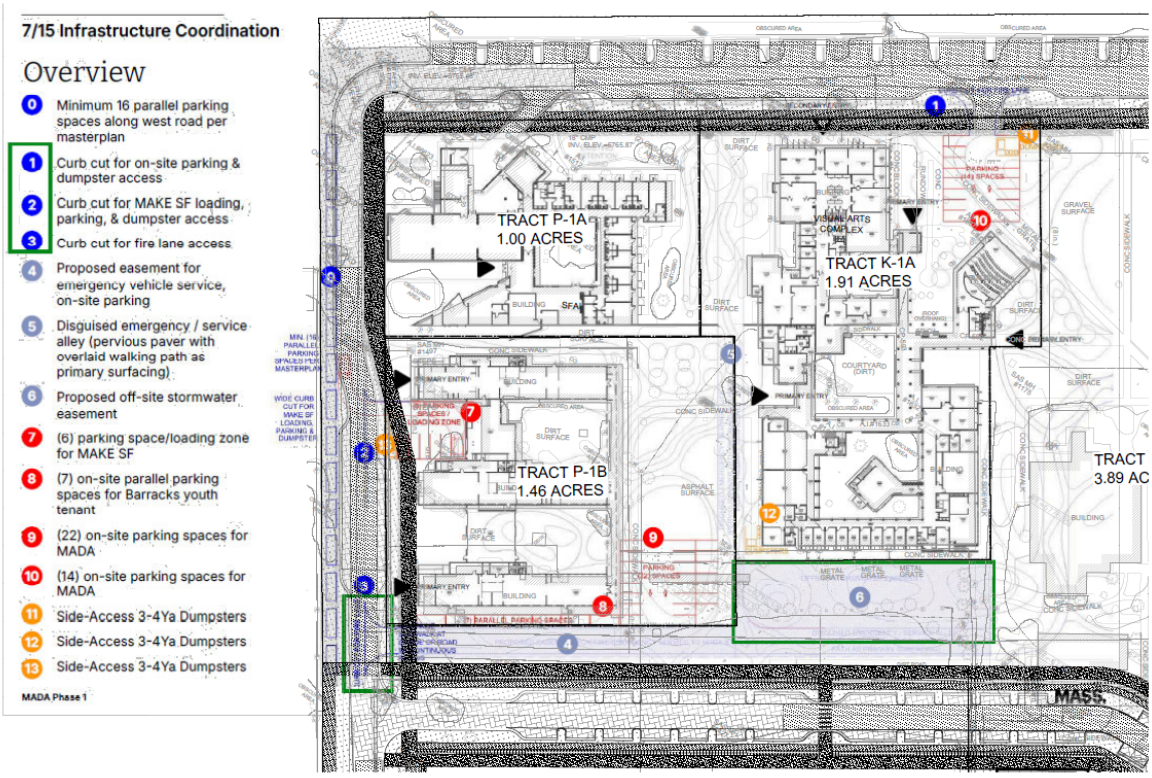


EXHIBIT K

INITIAL PARTNER PROGRAMMING

EXHIBIT K: Initial Partner Programming as of December 2025

TOTAL PROGRAM EXPENSES AT MADA BY EACH INITIAL PARTNER/ TENANT	Total Expenses	Programming Expenses Year 1	Programming Expenses over 5 Yrs	Programming Expenses over 50 Yrs	Full or Partial Relocation/ Organizational Programming*
CENTER	$ 522,106	$ 55,000	$ 55,000	$ 2,750,000	Partial
Creative Startups	$ 702,057	$ 420,195	$ 420,195	$ 21,009,750	Full
Girls Inc	$ 80,000	$ 80,000	$ 80,000	$ 4,000,000	Partial
Little Globe	$ 466,693	$ 358,572	$ 358,572	$ 17,928,600	Full
MAKE Santa Fe	$ 329,388	$ 329,388	$ 329,388	$ 16,469,400	Full
MASS Design Group	$ 1,784,802	$ 1,410,830	$ 1,410,830	$ 70,541,500	Full
Santa Fe Indigenous Center	$ 200,000	$ 200,000	$ 200,000	$ 10,000,000	Full
UNM Continuing Education	$ 2,572,324	$ 200,000	$ 1,000,000	$ 46,000,000	Partial
Vital Spaces	$ 816,320	$ 75,000	$ 150,000	$ 7,125,000	Partial
YouthWorks	$ 2,453,167	$ 750,000	$ 750,000	$ 37,500,000	Partial
TOTAL	**$9,926,857**	**$3,878,985**	**$4,753,985**	**$233,324,250**	

*Note: These expenses represent work conducted at MADA on the Midtown Campus.

TOTAL PROGRAM EXPENSES BY PHASE	Total Expenses	Programming Expenses Year 1	Programming Expenses over 5 Yrs	Programming Expenses over 50 Yrs
PHASE 1				
CENTER	$ 522,106	$ 55,000	$ 55,000	$ 2,750,000
Little Globe	$ 466,693	$ 358,572	$ 358,572	$ 17,928,600
MAKE Santa Fe	$ 49,408	$ 49,408	$ 49,408	$ 2,470,400
MASS Design Group	$ 1,784,802	$ 1,410,830	$ 1,410,830	$ 70,541,500
Santa Fe Indigenous Center	$ 200,000	$ 200,000	$ 200,000	$ 10,000,000
YouthWorks	$ 613,292	$ 187,500	$ 187,500	$ 9,375,000
TOTAL PHASE 1	**$ 3,636,301**	**$ 2,261,310**	**$ 2,261,310**	**$113,065,500**
PHASE 2				
Creative Startups	$ 702,057	$ 420,195	$ 420,195	$ 21,009,750
Girls Inc	$ 80,000	$ 80,000	$ 80,000	$ 4,000,000
UNM Continuing Education	$ 2,572,324	$ 200,000	$ 1,000,000	$ 46,000,000
Vital Spaces	$ 816,320	$ 75,000	$ 150,000	$ 7,125,000
TOTAL PHASE 2	**$ 4,170,701**	**$ 775,195**	**$ 1,650,195**	**$ 78,134,750**
PHASE 3				
MAKE Santa Fe	$ 279,980	$ 279,980	$ 279,980	$ 13,999,000
YouthWorks	$ 1,839,875	$ 562,500	$ 562,500	$ 28,125,000
TOTAL PHASE 3	**$ 2,119,855**	**$ 842,480**	**$ 842,480**	**$ 42,124,000**

MIDTOWN ARTS AND DESIGN ALLIANCE

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning January 1, 2023 and ending December 31, 2023

B. Name of organization: CENTER

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President):
Executive Director

D. Address: PO Box 8372, Santa Fe, NM 87504

E. Email: programs@centersantafe.org

F. Phone Number: (505) 933-9146

G. Website: centersantafe.org

H. Tax-exempt status: 501(c)(3)

I. Federal Identification Number: 85-0428041

J. City of Santa Fe Business Number: 240554

K. Accounting Method: Cash, Accrual, Other (specify): Cash

L. Form of organization: Corporation, Trust, Association, Other
Corporation

M. Total expenses through Fiscal Year in "A" above: $522,106

N. Organization's Mission Statement, if applicable:
CENTER supports socially and environmentally engaged lens-based projects through education, public platforms, funding, and partnerships.

Through our advancement of artists and their work, CENTER serves to deepen public understanding of lens-based media's history and ongoing cultural significance. By establishing partnerships between artists and scholars, editors, students, and the art world, we advance projects that respect all people, open minds, and engage our shared humanity.

O. Statement of Program Service Accomplishments. Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program services by your organization.

Description of program and services provided
1) CENTER Project Labs: Mentorship & Professional Development

The Project Labs is a professional development program featuring personalized mentorship. CENTER facilitates one-on-one online meetings with mentors and provides supplementary project development workshops. Emerging photographers can sign up for mentorship on a first-come-first-serve basis, with no cost to participate. CENTER program alumni and former award winners serve as mentors.

CENTER produces a separate arm of the mentorship dedicated to NM Military, Veterans, and their caregivers to create a visual storytelling project. In addition to one-on-one mentorship the attendees meet as a group to share stories and provide support for the work.

All participants can apply the professional skills they gained during The Project Lab to create or refine a photographic project. Each mentee has an opportunity to showcase their work on the CENTER website, centersantafe.org

In addition to the one-on-one mentorship the program is supplemented by professional development workshops including: Editing & Sequencing, Preparing for Portfolio Reviews, Community Outreach and Engagement, and Making Photo Books & Zines.

Number of people benefited: 100.
Expenses: $25,000

2) Scholar Lecture Series
CENTER hosts public lectures and discussions with leading scholars about their latest research. Building on “The Democratic Lens: Photography & Civic Engagement” lecture series, scholars will present photographs that connect audiences to the diverse cultures, landscapes, histories, and individuals who collectively shaped the nation. The lecture series prioritizes underrepresented histories to emphasize the diversity of the citizenry.

Number of people benefitted: 150
Expenses: $15,000

3) CENTER Membership
CENTER members receive free access to seminars and discussions, invitations to members exhibitions, meet-ups, and invitations to pop-up Photo Expo & Book Fairs.
Number of people benefitted: 75 (NM residents) 330 total
Expenses: $15,000

P. Total Program Expenses. Add all Costs of above programs: $55,000
Note – total Program Expenses from 2023- $461,697

MIDTOWN ARTS AND DESIGN ALLIANCE

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning July 1, 2023and ending June 30, 2024

B. Name of organization: Creative Startups

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President): Brianna Figueroa, Executive Director

D. Address: 441 Greg Ave, Santa Fe, NM, 87501

E. Email: brianna@creativestartups.org

F. Phone Number: 307-631-6990

G. Website: www.creativestartups.org

H. Tax-exempt status: Exempt

I. Federal Identification Number: 26-0718081

J. City of Santa Fe Business Number: 222853

K. Accounting Method: Cash, Accrual, Other (specify): Accrual

L. Form of organization: 501c3

M. Total expenses through Fiscal Year in "A" above: $702,057

N. Organization's Mission Statement, if applicable: Creative Startups accelerates the success of creative entrepreneurs, building the creative economy.

O. Statement of Program Service Accomplishments. Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program services by your organization.

a. Creative Startups Entrepreneurial Education Programs: we offer "accelerator" style programs to help creative entrepreneurs build resilient businesses

b. 30 entrepreneurs, 85% women or POC
c. One 6-week program, and one 12-week program
d.$194,489

a.Libraries as Launchpads: a training program to equip librarians to provide entrepreneurial support specific to their locale.
B.30 librarians from rural locations all across the USA
d. $78,762

a. Strategic Development for Creative Industries: we work with local and regional governments to help craft strategic plans for thriving creative economies
d.$146,944

P. Total Program Expenses. Add all Costs of above programs: $420,195

MIDTOWN ARTS AND DESIGN ALLIANCE

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning January 1, _____and ending December 31, _____.

B. Name of organization: Girls Incorporated of Santa Fe

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President): Kimberly Brown

D. Address: 301 Hillside Avenue, Santa Fe NM, 87507

E. Email: kbrown@girlsincofsanatfe.org

F. Phone Number: 505-982-2042

G. Website: Girlsincofsantafe.org

H. Tax-exempt status: Exempt

I. Federal Identification Number: 850129250

J. City of Santa Fe Business Number:

K. Accounting Method: Cash, Accrual, Other (specify): Accrual

L. Form of organization: Corporation, Trust, Association, Other: Corporation

M. Total expenses through Fiscal Year in "A" above: $80,000

N. Organization's Mission Statement, if applicable: To inspire all girls to be strong, smart, and bold.

O. Statement of Program Service Accomplishments. Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program services by your organization.

a. Description of program and services provided
b. # of persons benefited and relevant demographics, if applicable
c. Additional relevant information
d. Total costs of Program 1, annually in above stated fiscal year

Overview: The "Girls Inc. Experience" is an empowering summer program designed for teens aged 12-18 focused on life skills development and career pathways in arts and design. Hosted by Girls Inc. of Santa Fe, this program aims to inspire young women by providing overall hands-on Girls Inc.

Experiences along with mentorship and the opportunity to explore viable careers in the arts and design fields.
Program Goals: The Girls Inc. Experience seeks to: Serve 20 youth who represent the overall population of the Santa Fe community. - Equip participants with essential life skills, including positive body image, stress management, leadership, communication, and teamwork. - Introduce various career options in the arts and design fields, helping teens envision and pursue their future careers.

Accumulative costs consist of an 8 week program, 2 weeks of training, 2 weeks preparations, 2 weeks of finalizing and closing out programs including data processing and reporting. Total cost 80,000.

P. Total Program Expenses. Add all Costs of above programs: $___80,000____

MIDTOWN ARTS AND DESIGN ALLIANCE - Little Globe Inc.

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning **January 1, 2023** and ending **December 31, 2023**.

B. Name of organization: Little Globe Inc.

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President): Dylan Tenorio, Co-Executive Director

D. Address: 2350 Fox Rd #200, Santa Fe, NM (if Dylan's address: 958a Acequia de Las Joyas)

E. Email: info@littleglobe.org (Dylan@littleglobe.org)
F. Phone Number: 505-980-6218 (Dylan's cell: 505-504-1713)

G. Website: Littleglobe.org

H. Tax-exempt status: 501(c)(3) Non-Profit Organization

I. Federal Identification Number: 27-0118569

J. City of Santa Fe Business Number: License #2283

K. Accounting Method: Cash, Accrual, Other (specify): Accrual

L. Form of organization: Corporation

M. Total expenses through Fiscal Year in "A" above: $466,693

Organization's Mission Statement, if applicable:
Littleglobe's multi-generational team works with people to tell their own stories. Through partnerships, we provide tools, programs, training, and platforms to co-create and share artistic works with the wider world. Our collaborative process models a community in which everyone is seen and heard.

N. Statement of Program Service Accomplishments. Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program services by your organization.

Presente

a. Description of program and services provided

¡Presente! was a community storytelling project exploring displacement and belonging in Santa Fe. In partnership with Chainbreaker and Esteban Real Galvez, it featured a 2019 ensemble performance at the Lensic, using personal stories to inspire dialogue and inform policy on housing, development, and cultural preservation.

b. # of persons benefited and relevant demographics, if applicable

Twelve community participants from Santa Fe, Indigenous, Hispanic, African-American, Asian, Low Income residents

c. Additional relevant information

d. Total costs of Program 1, annually in above stated fiscal year

$88,572 for Presenté

Community storytellers

e. Description of program and services provided

Community Storytellers empowers Northern New Mexico residents to share personal and cultural stories through video. Originating with the Manitos Project and Santa Fe Public Library workshops, it has grown into filmmaking cohorts whose videos have reached hundreds of thousands of views via LittleGlobe TV and YouTube. We also host public screenings at venues like Sky Cinema and CCA, expanding community visibility. Many of these projects focus on youth, including programs with Communities in Schools, YUCCA/Earthcare, and Santa Fe's Southside Teen Center, engaging students in storytelling, digital media, and mentorship from 2021–2025.

f. # of persons benefited and relevant demographics, if applicable

Hundreds of New Mexican Community members who are Indigenous, Hispanic, African American, Asian, Immigrant students, dozens of films, 3 schools in Santa Fe

g. Additional relevant information

Over the course of 5 years of work and continues through state funding in New Mexico Gro $160k (2024-2026)

h. Total costs of Program 1, annually in above stated fiscal year

$120k per year

Partner Driven Collaborative Storytelling

i. Description of program and services provided

Little Globe partners with nonprofits to lead storytelling workshops and produce documentary films about their work. Partners include GearUp NM, Santa Fe Indigenous Center, Santa Fe Community

Foundation, and others. A key example is our multi-year collaboration with GearUp, which has served over 500 students, 100 educators, and dozens of schools statewide by documenting youth experiences in the transition to higher education. We prioritize hiring local filmmakers—many of whom also teach at area colleges—creating mentorship and internship opportunities while supporting a sustainable creative workforce in Santa Fe.

j. # of persons benefited and relevant demographics, if applicable
Over 40 films, 15 interns, 25+ collaborating organizations serving thousands of community members across the state and Santa Fe.

k. Additional relevant information
Over the course of 15 years of work

l. Total costs of Program 1, annually in above stated fiscal year
$150k per year

O. Total Program Expenses. Add all Costs of above programs: $358,572

MIDTOWN ARTS AND DESIGN ALLIANCE

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning January 1, 2024 and ending December 31, 2024.

B. Name of organization: Make Santa Fe

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President): James W. Johnson

D. Address: 2879 All Trades Rd, Make Santa Fe, NM 87507

E. Email: james@makesantafe.org

F. Phone Number: (505) 819-3502

G. Website: makesantafe.org

H. Tax-exempt status: 501(c)(3)

I. Federal Identification Number: 81-1757888

J. City of Santa Fe Business Number: 15-00130086

K. Accounting Method: Cash, Accrual, Other (specify): Cash

L. Form of organization: Corporation, Trust, Association, Other Non-profit Corporation

M. Total expenses through Fiscal Year in "A" above: $329,387.79

N. Organization's Mission Statement, if applicable: To empower individuals and our community by providing access to tools, training, and collaborative spaces that inspire creativity, innovation, and sustainable entrepreneurship.

O. Statement of Program Service Accomplishments. **Please See attached document.**

P. **Total Program Expenses. Add all Costs of above programs: $329,387.79** (The about 3 programs represent the majority of our programming. Other programming is volunteer driven and funded.

Make Santa Fe is Northern New Mexico's only nonprofit, membership-based makerspace dedicated to providing equitable access to tools, training, and a vibrant creative community. As a key community asset within the Midtown Arts and Design Alliance, Make Santa Fe fosters economic opportunity, advancing lifelong learning, and cultivating a collaborative, interdisciplinary culture of innovation. Our programs serve various stakeholders—artists and entrepreneurs to educators and hobbyists—creating pathways to creative careers, supporting small business incubation, and enriching Santa Fe's cultural fabric.

Program 1: Makerspace Membership and Studio Access

Description of program and services provided:

Make Santa Fe provides affordable access to a (currently) 7,000 sq. ft. makerspace with specialized equipment for woodworking, metal fabrication, ceramics, digital fabrication (CNC, laser, 3D printing), electronics, and more. Members receive studio access, orientation, and training required to use industrial and advanced craft equipment safely and effectively.

of persons benefited and relevant demographics:

In FY2024, over 200 active members accessed the facility. Membership demographics include emerging artists, small business owners, educators, hobbyists, and low-income individuals. Approximately 40% of members identify as women or non-binary, and 25% are from historically underserved or economically disadvantaged backgrounds.

Additional relevant information:

This program directly supports workforce development, entrepreneurship, and lifelong learning. The facility is a hub for creativity, skill-building, and community connection in Santa Fe. Financial assistance is available to ensure equitable access.

Total annual cost: $200,000 annually (includes staff, facility, utilities, tool maintenance, and administration)

Program 2: Public Classes and Badge Workshops

Description of program and services provided:

Make Santa Fe offers over 250 workshops annually in areas like woodworking, ceramics, metalworking, electronics, and CNC fabrication. Badge classes are mandatory safety and skills trainings required for members to access specific studios, ensuring safe and independent use of the space.

of persons benefited and relevant demographics:

In FY2024, over 1,200 students participated. Participants ranged from teens to retirees and included working professionals, artists, and hobbyists. Notably, many new residents and creatives relocating to Santa Fe found their first community connection through these programs.

Additional relevant information:

Classes are designed to be accessible to all skill levels and support pathways from beginner to advanced maker skills. Scholarships and reduced-cost programs are offered for low-income individuals and underrepresented groups.

Total annual cost: $101,919.00 annually (includes instructor stipends, materials, tools, and staff coordination)

Program 3: Community Events and Outreach

Description of program and services provided:

Make Santa Fe hosts free community events, including Open Throw ceramics days, blacksmithing open forges, Maker Community Nights, hackathons, and artist talks, fostering public access to maker culture and creative technologies.

of persons benefited and relevant demographics:

In FY2024, we hosted over 40 community events with roughly 10 attendees at each event. Additionally he host 4 large-scale community events that attract 100 individuals on average. A combined 800 individuals attended community events at Make Santa Fe. Attendees represented diverse backgrounds including families,

students, educators, and under-resourced community members seeking access to creative outlets.

Additional relevant information:

Events allow new participants to discover the makerspace, build creative confidence, and explore new skills. They also create opportunities for local artists and makers to share their work and build community connections.

Total annual cost: $~25,000 annually (includes staff time, materials, marketing, and facility expenses)

Through affordable membership and studio access, hands-on classes and workforce development programs, and free or low-cost community events, Make Santa Fe lowers barriers to creative expression and industrial arts skills in our region. Over 2,400 people benefited from our programs last year, reflecting a community-centered approach prioritizing access, inclusion, and empowerment. As a cornerstone of the Midtown Arts and Design Alliance, Make Santa Fe will continue to drive the vision of Midtown as a thriving hub for arts, design, innovation, and inclusive economic growth.

MIDTOWN ARTS AND DESIGN ALLIANCE
COMMUNITY BENEFITS FORM
MASS DESIGN GROUP

A. For the fiscal year beginning **July 1, 2024** and ending **June 30, 2025**. Note that fiscal year values for "M", "O", and "P" below may vary slightly due to projections versus actuals for the remainder of the fiscal year 2025. Values are reflective of the Santa Fe Studio budget, only, and not the entirety of the organization.

B. Name of organization: **MASS Design Group, Ltd**

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President): **Patricia Gruits, Co-Executive Director**

D. Address: **1807 2nd St Suite 32, Santa Fe, NM 87505**

E. Email: **pgruits@mass-group.org (cc: jkunkel@mass-group.org)**

F. Phone Number: **(505) 634-9200**

G. Website: **massdesigngroup.org**

H. Tax-exempt status: **501(c)3**

I. Federal Identification Number: **61-1659704**

J. NMBTIN (fka CRS)#: **03-432215-00-9**

K. Accounting Method: **Accrual**

L. Form of organization: **Corporation**

M. Total expenses through Fiscal Year in "A" above: **$1,410,830**

N. Organization's Mission Statement, if applicable: **Our mission is to research, build, and advocate for architecture that promotes justice and human dignity.**

O. Statement of Program Service Accomplishments. **Note:** community benefit and program costs described below are derived from our Santa Fe Studio work and not from our organization at-large.

a. Traditional Design Services

i. **Description:** MASS provides mission-driven architecture and planning services that center justice, human dignity, and environmental stewardship. Our design services begin with visioning, where we align on project goals, impacted communities, and engagement strategies. Through pre-design and schematic design, we translate those goals into feasible spatial strategies. We continue refining the design through design development, documentation, and construction administration, ensuring the process reflects the project's social and ecological priorities. Our services also include cost management, feasibility analysis, contractor coordination, and post-occupancy evaluation to ensure long-term impact and learning.

ii. # of persons benefited and relevant demographics:

4,542	# Ppl benefited in Santa Fe annually
615,647	# Ppl benefited in New Mexico annually
623,166	# Ppl benefited in Mountain West annually

64%	Projects that lasted >1 yr
44%	Partnerships that are repeat
75%	Projects that incorporated community engagement
20.13%	Ppl benefited non-white
25.31%	Ppl benefited Indigenous

iii. Total costs of program, annually in above stated fiscal year: **$1,323,211**

b. Accompaniment & Impact

i. **Description**: MASS Design Group's Accompaniment and Impact services center on building trust and delivering human-centered, healing-focused design through long-term partnership. Inspired by Dr. Paul Farmer's philosophy of accompaniment, the approach emphasizes staying present through all phases of a project—from early visioning to post-occupancy evaluation. The team supports partner readiness by demystifying capital project planning with tools like Purpose Built, guiding organizations to align facilities with mission. Meaningful engagement is tailored to each project, fostering mutuality, healing, and inclusion of impacted individuals and communities, while intentionally avoiding extractive or superficial processes. This includes mapping community impact, developing customized engagement plans, and incorporating feedback loops to directly inform design. Finally, research and impact tracking are integrated from the outset, using evidence-based design strategies and MASS's Impact Framework to measure cultural, economic, health, climate, and ecosystem outcomes—ensuring that built environments promote justice, well-being, and long-term positive change.

ii. **# of persons benefited and relevant demographics:**

0	# Ppl benefited in Santa Fe annually
49,575	# Ppl benefited in New Mexico annually
49,575	# Ppl benefited in Mountain West annually
0%	Projects that lasted >1 yr
100%	Partnerships that are repeat
100%	Projects that incorporated community engagement
100%	Ppl benefited minority
5%	Ppl benefited Indigenous

iii. Total costs of program, annually in above stated fiscal year: **$110,000**

c. Sustainable Native Communities Design Lab

i. **Description:** Within our Sustainable Native Communities (SNC) Design Lab, we advance research and advocacy that centers Indigenous knowledge systems as essential to building a more just, resilient, and regenerative

future. Our work begins with place-based research conducted in partnership with Native communities to document cultural practices, land relationships, and community needs—producing design frameworks that uphold health, sovereignty, and cultural continuity. These insights inform our Catalyst Projects, which co-design buildings and landscapes that demonstrate the transformative power of culturally rooted design to support healing, resilience, and self-determination. Beyond individual projects, we advocate for systemic change by publishing, convening, and collaborating with Native architects and planners to shift how architecture is taught and practiced. This includes integrating Indigenous frameworks into policy, education, and capital access strategies—ensuring that Native leadership can shape the built environment at every level.

ii. # of persons benefited and relevant demographics:

0	# Ppl benefited in Santa Fe annually
0	# Ppl benefited in New Mexico annually
22,102	# Ppl benefited in Mountain West annually
50%	Projects that lasted >1 yr
50%	Partnerships that are repeat
50%	Projects that incorporated community engagement
50%	Ppl benefited minority
50%	Ppl benefited Indigenous

iii. Total costs of program, annually in above stated fiscal year: **$351,591**

P. **Total Program Expenses. Add all Costs of above programs: $1,784,802**

MIDTOWN ARTS AND DESIGN ALLIANCE

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning **January 1, _2024_and ending December 31, _2024__.**

B. Name of organization: **Santa Fe Indigenous Center**

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President):
Caren Gala, Director

D. Address: **P.O. Box 24184, Santa Fe, NM 87502**

E. Email: **sficdirector@gmail.com**

F. Phone Number: **505-660-4210**

G. Website: **www.santafeindigenouscenter.org**

H. Tax-exempt status: Yes, **501c3**

I. Federal Identification Number: **99-2953150**

J. City of Santa Fe Business Number: **Pending**

K. Accounting Method: Cash, Accrual, Other (specify): **Cash**

L. Form of organization: Corporation, Trust, Association, Other: **Nonprofit**

M. Total expenses through Fiscal Year in "A" above: $200,000__

N. Organization's Mission Statement, if applicable: *Santa Fe Indigenous Center is designed by and for Indigenous people with the mission of supporting, promoting, and enriching our vital, diverse community by identifying and serving the needs and interests of our people.*

O. Statement of Program Service Accomplishments. Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program services by your organization.

a. Description of program and services provided **(SEE ATTACHMENT)**
b. # of persons benefited and relevant demographics, if applicable
c. Additional relevant information
d. Total costs of Program 1, annually in above stated fiscal year

P. Total Program Expenses. Add all Costs of above programs: $200,000

The Santa Fe Indigenous Center (SFIC), established in 2008 is designed by and for Indigenous Peoples with the mission of supporting, promoting, and enriching our vital, diverse community by identifying and serving the needs and interests of our people. SFIC has designed its programming to fit the needs of urban and rural Native Americans residing within the Santa Fe County. We offer financial emergency assistance, food access through our bi-weekly food distribution program, and focus on cultural revitalization of traditional customs, and traditions. The Indigenous community's safety, access to food and financial stability are important needs that SFIC strives to support. We host a free, drive-thru bi-weekly food distribution every other Friday for food access. We provide the opportunity for financial emergency assistance for housing, rent and utilities so that we remain supporting the Indigenous community for stability, and safety for our Indigenous family and friends.

Last year, we offered support with $52,120.62 in financial assistance for rent and utilities emergencies. We held 24 food distributions handing out food bags and produce boxes to 1,241 families (2,302 adults; 1,268 children). We also held 9 Indigenous women and men's gatherings, in addition to 28 combined outreach events and cultural revitalization sessions.

The Indigenous community is celebrated by us through cultural events held in the city. We host annually the Indigenous Community Day and the Honoring All Nations Powwow on the Santa Fe Plaza for Indigenous Peoples' Day. We also allow the space for learning about cultural values, traditional practices, and knowledge systems at the SFIC. Through our network of Indigenous partners, artists, motivational speakers, health professionals, community leaders, and traditional knowledge bearers that offer skill sharing classes such as beading classes, skirt making, ribbon shirt making, drum-making, Navajo shoe game, and more.

Our continued service to the Indigenous community is strengthened by our staff and board of directors own Indigenous backgrounds and knowledge of working with tribal community members. The familiarity of cultural customs and awareness of systemic barriers, helps deepen our relationship within the Indigenous community. SFIC networks with other Native led organizations, Tribal governments and Tribal officials, State Representatives, and other community non-profit organizations to stay in que with social and political factors that may have an impact on Indigenous communities.

MIDTOWN ARTS AND DESIGN ALLIANCE

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning July 1, 2023 ending June 30, 2024.

B. Name of organization: University of New Mexico Continuing Education

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President): Audrey Arnold, Executive Director

D. Address: 1634 University Blvd. NE, Albuquerque, NM 87102

E. Email: aarnold5@unm.edu

F. Phone Number: 505.301.4330

G. Website: https://ce.unm.edu/

H. Tax-exempt status: 501(c)(3)

I. Federal Identification Number: 85-6000642

J. City of Santa Fe Business Number:??

K. Accounting Method: Cash, Accrual, Other (specify): Accrual

L. Form of organization: Corporation?

M. Total expenses through Fiscal Year in "A" above: ADD YOUR TOTAL BUDGET TO THE BEST OF YOUR KNOWLEDGE:

UNM Continuing Education is a 100% self-sustainable entity and does not receive state or UNM funding for its operation of programs. In FY24 the total budget was as follows:

	Budget	Actuals
Report Total Revenue:	**13,930,071.64**	**16,248,205.44**
Report Total Expenses:	**13,930,071.64**	**13,675,881.13**
Report Net:	**.00**	**2,572,324.31**

N. Organization's Mission Statement, if applicable: For over 95 years, UNM Continuing

Education has served hundreds of thousands of people in our community by offering valuable learning opportunities and certification programs that invest in our local workforce and economy while also providing a means for lifelong education and personal improvement.

UNM Continuing Education is committed to the development of innovative educational alternatives for those who love to teach and learn here in New Mexico and grow in response to the needs of our people and to changes in the economy, technology and business.

Mission: UNM Continuing Education is committed to providing quality lifelong learning opportunities to the community by extending the educational resources of New Mexico's flagship university.
Vision: To expand possibilities and strengthen communities through powerful collaboration.

O. Statement of Program Service Accomplishments. Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program services by your organization.

i. Professional Development

For over 60 years, UNM Continuing Education (UNMCE) has been a cornerstone in New Mexico's workforce development landscape, offering responsive and relevant professional development and career training programs. Our work supports individuals and organizations in adapting to the demands of today's rapidly changing technologies and evolving job markets.

Each year, UNMCE designs and delivers dozens of new non-credit certificate and certification programs tailored to current workforce needs. We also continually refine and retire programs to ensure our offerings remain practical, future-focused, and aligned with industry standards.

UNMCE's impact is broad: while 65% of the students we serve live in the greater Albuquerque area, 20% come from across New Mexico, and 15% join us from global locations—reflecting the expanding reach of our virtual and hybrid learning opportunities.

Though sometimes seen as a point of entry for those exploring alternatives to traditional degree programs, our professional development programs serve a diverse student population. Our learners include career changers, aspiring entrepreneurs, customer service professionals, seasoned and emerging leaders, coders, accountants, project managers, and more—each on their own unique path toward advancement.

UNMCE remains committed to equipping New Mexico's workforce with the skills, credentials, and confidence to meet today's challenges and seize tomorrow's opportunities.

ii. Personal Enrichment and Osher Life Long Learning Institute

Personal Enrichment

UNM Continuing Education (UNMCE) offers more than 1,000 Personal Enrichment courses each year, providing New Mexicans with accessible, engaging opportunities to explore their interests, expand their skills, and connect with others. These programs—delivered both in-person and online—span a wide range of subjects, including visual arts, writing, music, dance, performance arts, language, health and fitness, culinary arts, astronomy, mindfulness, and much more.

While 80% of our students currently reside in the greater Albuquerque area due to the concentration of in-person classes, 20% join us from across New Mexico and beyond. Expanding our in-person Personal Enrichment programming into Santa Fe allows us to serve a broader segment of the state, bringing UNMCE's expertise and diverse course offerings to the Santa Fe community. This expansion will also create new opportunities for local Santa Fe artists and instructors to share their talents and teach through UNMCE.

Osher Lifelong Learning Institute (OLLI) at UNM

The Osher Lifelong Learning Institute (OLLI) at the University of New Mexico provides enriching, academically oriented, non-credit courses for adults aged 50 and older. With no admission requirements, tests, or grades, OLLI fosters an inclusive learning environment where curiosity thrives and the community flourishes.

Course topics range from history and art history to creative writing, philosophy, and science—offered by university faculty and subject-matter experts passionate about lifelong learning.

As part of our vision for expanded outreach, we aim to bring OLLI programs to Santa Fe and the MADA community, increasing opportunities for adults 50+ to engage intellectually and socially. This expansion will also support new teaching opportunities for local instructors who are eager to contribute to this vibrant, intergenerational learning community.

iii. Custom Programs and Strategic Partnerships at UNM Continuing Education

UNM Continuing Education (UNMCE) delivers a diverse range of customized programs designed to meet the unique needs of individuals, businesses, nonprofits, and public-sector organizations. These tailored offerings span professional development, career training, the arts, and language instruction—each crafted in collaboration with partners to align with specific workforce goals, learning outcomes, and organizational priorities.

In addition to program development, UNMCE offers robust support services to both

UNM-affiliated departments and external partners. These include registration management, marketing support, digital badging, Continuing Education Units (CEUs), and other administrative services. As we expand our reach, we anticipate being a key resource for MADA and its partners, providing both educational programming and operational support to help bring high-impact learning opportunities to Santa Fe.

New Santa Fe Program: Expanding Access and Opportunity

UNM Continuing Education is proud to launch its first formal presence in Santa Fe through a new initiative located on the MADA campus. This program is designed to increase access to workforce training, career education, and industry-recognized certifications for Santa Fe County residents aged 18 and older.

The program will focus on identifying educational gaps within the community and developing responsive programming in collaboration with local instructors and industry partners. Areas of focus may include design, hospitality, technology, entrepreneurship, and other high-demand sectors.

Year 1 Impact Goals:

- Deliver a minimum of five (5) pilot class programs at the MADA campus
- Employ five (5) local instructors
- Serve between 60 and 100 adult learners through low-cost or philanthropically subsidized classes

In partnership with MADA, the UNM College of Fine Arts, the UNM School of Architecture and Planning, and other stakeholders, UNMCE will evaluate and refine its offerings throughout the first year. The goal is to scale the program to serve over 500 Santa Fe residents annually, with more than 70% being new learners or emerging professionals pursuing job training (e.g., interior design, hospitality) or laying the groundwork for future degree pathways.

UNMCE will also collaborate with UNM STEAM and other institutional partners to align programming with regional workforce needs and provide meaningful pathways from education to employment.

P. Total Program Expenses. Add all Costs of above program: $Year 1: approximately 200K annually, growing to $1M in Year 5

VITAL SPACES
SANTA FE

MIDTOWN ARTS AND DESIGN ALLIANCE
COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning January 1, 2024 ending December 31, 2024?
B. Name of organization: Vital Spaces
C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President):
Raashan Ahmad
D. Address: 1420 Cerrillos Rd, Santa Fe NM
E. Email: raashan@vitalspaces.org
F. Phone Number: 505.469.8820
G. Website: https://www.vitalspaces.org/
H. Tax-exempt status: 501(c)(3)
I. Federal Identification Number: 99-4189021
J. City of Santa Fe Business Number: 241036.
K. Accounting Method: Cash, Accrual, Other (specify): Cash
L. Form of organization: Corporation
M. Total expenses through Fiscal Year in “A” above: $816,320
N. Organization’s Mission Statement, if applicable: Founded in 2019, Vital Spaces began as an organization committed to finding and providing low-cost studio spaces to artists of Santa Fe, with a guiding commitment to support BIPOC and underserved creatives. Seeing the disparities and gaps in our creative community in Santa Fe prompted us to reflect on how Vital Spaces might expand and improve our service to our community and what our role might be in transforming our home into an incubator of creative expression for all of us, with a heightened focus on those at the margins whose voices have historically been left out. Today, Vital Spaces is
more than just an arts nonprofit, it’s about connections and creativity. We are passionate community organizers with a mission to improve the lives of everyone in our city through the arts by offering a wide range of creative opportunities for artists and community members to engage with one another, collaborate, and celebrate the cultural vibrancy and diversity of Santa Fe.
O. Statement of Program Service Accomplishments. Describe the organization’s program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program
services by your organization.
1. Vital Spaces at MADA
a. Description of program and services provided: In order to fulfill our mission,

Vital Spaces has been and continues to be committed to serving our constituents throughout Santa Fe, including at multiple locations that allow the entire community to participate. At the MADA campus, Vital Spaces is looking to serve working artists through providing low cost individual and group studio spaces, a dance studio and associated programming, providing low cost access to MAKE Santa Fe makerspace facilities, and working with MADA and other MADA partners to program the community room planned for what is currently named Tishman Hall in the Visual Art Center. This is based on identified community needs and abilities to program space in Midtown.
b. # of persons benefited and relevant demographics, if applicable: While we do not yet have demographics for the MADA project, Vital Spaces currently serves approximately 56% artists of color and 75% low income artists, including emerging professionals with the need for studio space. For the dance studio, we see the need for children and young people to have additional access to low-cost dance programming. Once this is up and running, we anticipate that this will allow up to 150+ children and youth from low-income households all across Santa Fe to participate in dance lessons monthly and employ 5-10 dance teachers.
P. Total Program Expenses. Add all Costs of above program: $Year 1: approximately 75k annually, growing to $150k in Year 5

2. Artist Studio Program:

Vital Spaces has successfully provided affordable studio spaces for emerging and established artists, offering a creative haven that fosters professional growth and community collaboration. The program supports a diverse range of artists, particularly BIPOC and low-income creatives, by offering subsidized rates in a community-centered environment. Over the past 5 years, we have served over 30 artists, contributing to the local arts ecosystem by providing space for the development of new works, exhibitions, and creative practices. The program also includes mentorship opportunities, ensuring that artists have access to resources that aid in both artistic and business growth.

3. Community Art Closet:

The Community Art Closet is a cornerstone of our commitment to supporting artists at all stages of their creative journey. By providing free art supplies to artists, particularly those from low-income backgrounds, we have enabled over 200 individuals per month to access the materials they need to create. The closet serves a broad range of people, from hobbyists to professional artists, and has become an essential resource in Santa Fe. This program directly addresses the financial barriers that prevent many artists from accessing quality supplies, ensuring that art remains accessible to all.

MIDTOWN ARTS AND DESIGN ALLIANCE

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning July 1, 2023 ending June 30, 2024.

B. Name of organization: Santa Fe YouthWorks

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President): Melynn Schulyer

D. Address: 1505 Llano Street, Santa Fe, New Mexico

E. Email: melynn@santafeyouthworks.org

F. Phone Number: 505.989.1855

G. Website: https://santafeyouthworks.org/

H. Tax-exempt status: 501(c)(3)

I. Federal Identification Number: 85-0480524

J. City of Santa Fe Business Number:

K. Accounting Method: Cash, Accrual, Other (specify): Accrual

L. Form of organization: Corporation

M. Total expenses through Fiscal Year in "A" above: $2,453,167

N. Organization's Mission Statement, if applicable: YouthWorks mission is to help youth develop the necessary life skills to become active, productive participants in their community. YouthWorks comprehensive programs are designed so Opportunity Youth can develop strong educational, social, leadership and workforce skills that lead to stability, productivity, and success. YouthWorks' goals are to engage and train young people in project-based learning while leveraging varied training project arms to deliver much-needed community resources, such as farming to improve local sources of fresh produce, performing conservation work, and conducting a robust culinary training program that produces and delivers healthy

O. meals for the indigent and hungry. YouthWorks offers a multitude of supportive services including job search assistance, career counseling and trades credentialing, emergency financial assistance, mentoring, no-fee counseling, and intensive personalized case management services.

P. Statement of Program Service Accomplishments. Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program

services by your organization.

i. **YouthBuild**
   a. **Description of program and services provided:** YouthBuild, which YouthWorks intends to fully relocate to the MADA campus, delivers workforce preparation, career education and industry certification, GED preparation and completion, soft skills training, leadership training, case management services, resume-building, job search and placement for Opportunity Youth, ages 16-24.
   b. **# of persons benefited and relevant demographics, if applicable:** YouthBuild serves approximately 60 Opportunity Youth annually. Of those, 94% are low to very low-income status, 74% areHispanic, 6% are Native American, 64% are male, 35% are female, 1% other gendered, and over 34% are housing insecure or homeless.
   c. **Total costs of YouthBuild, annually in above stated fiscal year:** $450,000

ii. **Youth Conservation Corps**
   a. **Description of program and services provided:** YouthWorks also plans to relocate its Youth Conservation Corps program to MADA. This initiative provides paid, hands-on training in environmental restoration for young adults aged 16-24. Participants gain practical knowledge of environmental and habitat issues, develop crucial teamwork, leadership, and social skills, and acquire skills for professional career paths. The training is delivered through active engagement in local projects, including environmental restoration, river and watershed habitat renewal, wildland fire mitigation, and land management.
   b. **# of persons benefited and relevant demographics, if applicable:** YouthWorks' Youth Conservation Corps serves approximately 50-60 Opportunity Youth annually.
   c. **Total costs of Youth Conservation Corps, annually in above stated fiscal year:** $200,000

iii. **Social Justice Cafe**
   a. Social Justice Cafe @ MADA: YouthWorks intends to develop and operate a youth-run social justice cafe as an adjunct food service site to its larger Culinary Arts Training and Catering social enterprise. The MADA based cafe will serve as a food vendor to the MADA partners and larger Midtown campus service population. Food will be prepared at the YouthWorks Social Justice Kitchen on Cerillos, and prepared food will be transported to the Social Justice Cafe @ MADA.
   b. **# of persons benefited and relevant demographics, if applicable:** This program arm is projected to serve 15-25 youth in paid hands-on experiential training annually.
   c. **Total costs of culinary, annually in above stated fiscal year:** $104,799 (this represents 25% of the total program cost listed in FY2023 990. By the time YouthWorks moves into Midtown, we will have opened our Social Justice Kitchen on Cerillos, where much of our operations will move. We anticipate moving 25% of culinary operations to Midtown.

Q. **Total Program Expenses. Add all Costs of above programs: $**approximately 750K annually

EXHIBIT L

FORM OF ASSIGNMENT OF PLANS

ASSIGNMENT OF PLANS, SPECIFICATIONS AND CONTRACTS

(MIDTOWN – CITY OF SANTA FE)

THIS ASSIGNMENT OF PLANS, SPECIFICATIONS AND CONTRACTS (this "**Assignment**") is made as of _____, ___ 20__, by and between by and between [_____], a [_____] ("**Assignor**"), and the CITY OF SANTA FE, a municipal corporation and political subdivision of the State of New Mexico ("**Assignee**").

RECITALS

A. Assignor and Assignee entered into that certain Ground Lease and Development Agreement dated [_____] (as amended, the "**Development Agreement**"), whereby Assignee agreed to lease to Assignor all of that certain real property located in the City of Santa Fe, New Mexico, as more particularly described on Exhibit A attached hereto (the "**Property**"). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Development Agreement.

B. In connection with the foregoing transaction, Assignor agreed to pursue the completion of certain improvement plans, site plans, specifications, architectural drawings, renderings, plans, plats, agreements, contracts, permits, certificates, entitlements and approvals, reports, assessments, studies, and surveys relating to Assignor's development and construction at the Property (except to the extent excluded pursuant to Section 3 below, the "**Plans and Specifications**").

C. In connection with the completion of the Plans and Specifications, Assignor has engaged or intends to enter into one or more agreements (the "**Plan Consultant Contracts**" and, collectively with the Plans and Specifications, the "**Plan Documents**") with various consultants that will perform services or provide documents, materials or other information related to the Plans and Specifications.

D. In order to secure Assignor's obligations under the Development Agreement, Assignor now desires to enter into this Assignment to assign and convey to Assignee its right, title and interest in and to the Plans and Specifications on the Assignment Date and certain Plan Consultant Contracts concurrently therewith or thereafter, and Assignee desires to accept this Assignment on the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into this Assignment as if fully set forth herein.

2. Assignment Date. This Assignment shall become immediately effective upon the termination of the Development Agreement for any reason other than in connection with Assignor's acquisition of the Property (the "**Assignment Date**").

3. Assignment of Plans and Specifications. As of the Assignment Date, without further action by either party hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title, and interest in and to the Plans and Specifications, and Assignee hereby assumes all of Assignor's right, title and interest in and to the Plans and Specifications, except that Assignor shall remain liable for all claims, expenses, costs, obligations or other liabilities with respect to the Plans and Specifications arising out of or with respect to events occurring prior to the Assignment Date. On or before the Assignment Date, Assignor shall amend Schedule 1 attached hereto in order to include all professional services and Plan Consultant Contracts entered into on or prior to such date. The Plans and Specifications assigned hereunder shall exclude (a) any attorney-client work product or similar proprietary information of Assignor, (b) any specifications, architectural drawings, renderings, plans, plats, agreements, contracts, or portions thereof, for the design or construction of improvements not located on the Property, and (c) any environmental studies, analysis or reports.

4. Assignment of Plan Consultant Contracts. Assignor shall, upon written notice from Assignee on or within 10 days following the Assignment Date, assign and transfer to Assignee, all of Assignor's right, title, and interest in and to such Plan Consultant Contracts specified by Assignee in its written notice, and Assignee shall assume all of Assignor's rights and obligations under such Plan Consultant Contracts, except for those claims, expenses, costs, obligations or other liabilities arising out of or with respect to events occurring prior to the Assignment Date.

5. Representations, Warranties and Covenants. Assignor represents and warrants to Assignee that Assignor has the right to assign to Assignee each of the Plan Documents, and that Assignor has obtained or will obtain all necessary consents or other documentation required, if any, for the assignment of the Plan Documents. Assignor agrees that Assignor will pay in full all costs and fees accrued in connection with the Plan Documents as of the Assignment Date. Assignor shall not be responsible for the costs associated with the Plan Documents for work performed following the Assignment Date. Except as set forth in this Agreement, Assignor makes no representation or warranty with respect to the Plan Documents of any nature whatsoever.

6. Consent of Counterparties. Upon Assignee's request, Assignor shall use commercially reasonable efforts to obtain the consent of the counterparty to each of the Plan Documents to the extent consent is required in order for Assignee to exercise its rights hereunder.

7. Further Assurances. At any time and from time to time, upon the written request of Assignee, at Assignee's sole expense, Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Assignee may reasonably deem necessary in obtaining the full benefits of this Agreement and of the rights and powers herein granted.

8. General Provisions.

8.1. Successors and Assigns. The Assignment shall be binding on and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors-in-interest and assigns.

8.2. Severability. If any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.3. Recitals and Schedules Incorporated. The recitals set forth above and the schedule attached hereto are hereby incorporated into this Assignment as if set forth herein.

8.4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Assignment by signing any such counterpart. This Assignment may be executed and delivered by facsimile or by electronic mail in portable document format (.pdf) or similar means and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other party.

8.5. Governing Law. This Assignment and any claims related to or arising out of this Assignment shall be governed by and construed in accordance with the laws of the State of New Mexico.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

MIDTOWN ARTS AND DESIGN ALLIANCE LLC,
a New Mexico limited liability company

By:

Name:

Title:

Date:

[Assignee's signature page follows]

CITY:

CITY OF SANTA FE,
a municipal corporation and political subdivision of the State of New Mexico

_____
CITY MANAGER

DATE:_____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

FINANCE DIRECTOR

Exhibit A

to

Assignment of Plans, Specifications and Contracts

LEGAL DESCRIPTION

[to be inserted]

Schedule 1

to

Assignment of Plans, Specifications and Contracts

LIST OF ASSIGNOR'S PLANS

1. [to be provided]

EXHIBIT M

FORM OF REPORT

EXHIBIT N

Restrictive Covenant for Qualifying Project

This Restrictive Covenant Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2025, by and between the City of Santa Fe, a New Mexico municipal corporation ("City"), and the Midtown Arts and Design Alliance, LLC, a New Mexico limited liability company ("MADA").

This Agreement is attached as Exhibit N to the Ground Lease and Development Agreement between the City and MADA and is incorporated therein by reference.

RECITALS

WHEREAS, the City is the owner of certain real property located within the C-2 PUD zoning district, situated in the Midtown Local Innovation Corridor (LINC) Overlay, commonly referred to as the Midtown Site, as defined in the Santa Fe City Code ("SFCC"); and

WHEREAS, MADA has been selected by the City to develop and operate a portion of the Midtown Site in accordance with the City's adopted Midtown Redevelopment Framework and cultural development goals; and

WHEREAS, pursuant to SFCC Table 14-5.5-3, MADA qualifies as a "Qualifying Project" under the City's Land Development Code, specifically as Arts Activities (All); and

WHEREAS, in accordance with SFCC 14-5.5(D)(13)(c), a restrictive covenant shall be recorded with the Ground Lease and Development Agreement, requiring that the development contain no uses that do not meet the requirements for a qualifying project for a period of at least ten (10) years from the completion of the project's construction; and

WHEREAS, MADA's development activities on the Subject Property shall be subject to Administrative Development Plan Review pursuant to SFCC 14-3.8(B)(9), and this requirement shall also be recorded with the County of Santa Fe as part of the Ground Lease and Development Agreement; and

WHEREAS, the City and MADA desire to impose certain use restrictions on the Subject Property to ensure long-term alignment with the City's public purpose and land use policies.

AGREEMENT

1. Applicability and Binding Effect

This Restrictive Covenant shall apply to the portion of the Midtown Site leased to MADA under the Ground Lease ("Subject Property") and shall run with the land for the duration of the lease term and any extensions thereof. This covenant shall be recorded with the County of Santa Fe in conjunction with the Ground Lease and Development Agreement.

2. Permitted Uses

The Subject Property shall be used exclusively for purposes consistent with the definition of a Qualifying Project under SFCC Table 14-5.5-3, specifically Arts Activities (All), including but not limited to:

- Arts and cultural programming
- Creative industry development
- Public exhibitions and performances
- Educational and workforce training in design, media, and technology
- Community engagement and nonprofit collaboration

No use shall be permitted that would disqualify the project under SFCC Table 14-5.5-3 without prior written approval by the City.

3. Prohibited Uses and Duration of Restriction
The following uses are expressly prohibited on the Subject Property:

- Heavy industrial or manufacturing
- Residential development not expressly permitted under the Ground Lease
- Commercial retail unrelated to arts activities, not including a cafe (identified in the Ground Lease and Development Agreement).
- Any use inconsistent with the Midtown Redevelopment Framework, the C-2 PUD zoning designation, or the LINC Overlay standards

In accordance with SFCC 14-5.5(D)(13)(c), the development shall contain no uses that do not meet the requirements for a qualifying project for a period of at least ten (10) years from the completion of the project's construction.

4. Development Review Compliance
MADA acknowledges and agrees that all development activities on the Subject Property shall be subject to Administrative Development Plan Review as set forth in SFCC 14-3.8(B)(9). MADA shall submit all required plans, drawings, and documentation to the City for review and approval prior to the commencement of any construction or site improvements. This requirement shall be recorded with the County of Santa Fe as part of the Ground Lease and Development Agreement.

5. Duration and Enforcement
This Restrictive Covenant shall remain in effect for the full term of the Ground Lease and any extensions or renewals. The City shall have the right to enforce this covenant through legal or equitable remedies, including injunctive relief. MADA shall not assign or sublease the Subject Property without ensuring that the assignee or sublessee is bound by this covenant.

6. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico and the ordinances of the City of Santa Fe.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:

_____
BRIAN MOYA, INTERIM CITY MANAGER

MADA:

_____
JAMIE BLOSSER, DIRECTOR/CEO

DATE: _____

NMBTIN: _____

ATTEST:

_____
CITY CLERK

Approved to form and legal sufficiency by:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

EXHIBIT N

RESTRICTIVE COVENANT FOR QUALIFYING PROJECT WITHIN THE MIDTOWN LOCAL INNOVATION CORRIDOR

EXHIBIT N

Restrictive Covenant for Qualifying Project

This Restrictive Covenant Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2025, by and between the City of Santa Fe, a New Mexico municipal corporation ("City"), and the Midtown Arts and Design Alliance, LLC, a New Mexico limited liability company ("MADA").

This Agreement is attached as Exhibit N to the Ground Lease and Development Agreement between the City and MADA and is incorporated therein by reference.

RECITALS

WHEREAS, the City is the owner of certain real property located within the C-2 PUD zoning district, situated in the Midtown Local Innovation Corridor (LINC) Overlay, commonly referred to as the Midtown Site, as defined in the Santa Fe City Code ("SFCC"); and

WHEREAS, MADA has been selected by the City to develop and operate a portion of the Midtown Site in accordance with the City's adopted Midtown Redevelopment Framework and cultural development goals; and

WHEREAS, pursuant to SFCC Table 14-5.5-3, MADA qualifies as a "Qualifying Project" under the City's Land Development Code, specifically as Arts Activities (All); and

WHEREAS, in accordance with SFCC 14-5.5(D)(13)(c), a restrictive covenant shall be recorded with the Ground Lease and Development Agreement, requiring that the development contain no uses that do not meet the requirements for a qualifying project for a period of at least ten (10) years from the completion of the project's construction; and

WHEREAS, MADA's development activities on the Subject Property shall be subject to Administrative Development Plan Review pursuant to SFCC 14-3.8(B)(9), and this requirement shall also be recorded with the County of Santa Fe as part of the Ground Lease and Development Agreement; and

WHEREAS, the City and MADA desire to impose certain use restrictions on the Subject Property to ensure long-term alignment with the City's public purpose and land use policies.

AGREEMENT

1. Applicability and Binding Effect

This Restrictive Covenant shall apply to the portion of the Midtown Site leased to MADA under the Ground Lease ("Subject Property") and shall run with the land for the duration of the lease term and any extensions thereof. This covenant shall be recorded with the County of Santa Fe in conjunction with the Ground Lease and Development Agreement.

2. Permitted Uses

The Subject Property shall be used exclusively for purposes consistent with the definition of a Qualifying Project under SFCC Table 14-5.5-3, specifically Arts Activities (All), including but not limited to:

- Arts and cultural programming
- Creative industry development
- Public exhibitions and performances
- Educational and workforce training in design, media, and technology
- Community engagement and nonprofit collaboration

No use shall be permitted that would disqualify the project under SFCC Table 14-5.5-3 without prior written approval by the City.

3. Prohibited Uses and Duration of Restriction
The following uses are expressly prohibited on the Subject Property:

- Heavy industrial or manufacturing
- Residential development not expressly permitted under the Ground Lease
- Commercial retail unrelated to arts activities, not including a cafe (identified in the Ground Lease and Development Agreement).
- Any use inconsistent with the Midtown Redevelopment Framework, the C-2 PUD zoning designation, or the LINC Overlay standards

In accordance with SFCC 14-5.5(D)(13)(c), the development shall contain no uses that do not meet the requirements for a qualifying project for a period of at least ten (10) years from the completion of the project's construction.

4. Development Review Compliance
MADA acknowledges and agrees that all development activities on the Subject Property shall be subject to Administrative Development Plan Review as set forth in SFCC 14-3.8(B)(9). MADA shall submit all required plans, drawings, and documentation to the City for review and approval prior to the commencement of any construction or site improvements. This requirement shall be recorded with the County of Santa Fe as part of the Ground Lease and Development Agreement.

5. Duration and Enforcement
This Restrictive Covenant shall remain in effect for the full term of the Ground Lease and any extensions or renewals. The City shall have the right to enforce this covenant through legal or equitable remedies, including injunctive relief. MADA shall not assign or sublease the Subject Property without ensuring that the assignee or sublessee is bound by this covenant.

6. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico and the ordinances of the City of Santa Fe.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:

_____
BRIAN MOYA, INTERIM CITY MANAGER

MADA:

_____
JAMIE BLOSSER, DIRECTOR/CEO

DATE: _____

NMBTIN: _____

ATTEST:

_____
CITY CLERK

Approved to form and legal sufficiency by:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

MARKET RENT SURVEY AND APPRAISAL REPORT

OF:

Former Santa Fe University of Art & Design
Buildings: Visual Arts Center and Brunn's Barracks Building
Located at:
1600 St. Michael's Dr.
Santa Fe, NM 87505
Purchase Order# 22604668

Market Rent and Market Value - As Is
Effective March 16, 2026

For:

Terry Lease
City of Santa Fe, Office of Economic Development
737 Agua Fria
Santa Fe, NM 87501

By:

Dominion Property Advisors
1401 Central Ave. NW, Suite B
Albuquerque, New Mexico 87104

Dominion Property Advisors

April 22, 2026

Terry Lease
City of Santa Fe, Office of Economic Development
737 Agua Fria
Santa Fe, NM 87501

Re: Appraisal of Former Santa Fe University of Art & Design Buildings: Visual Arts Building and Brunn's Barracks Building located at:
1600 St. Michael's Dr.
Santa Fe, NM 87505
Purchase Order# 22604668
(Dominion Job No.:26-049-211)

Dear Mr. Lease:

At your request, we have prepared an appraisal report to determine market rent and market value "as is" of the fee simple interest in the subject property. The report communicates the results of the survey.

This appraisal report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP) and the guidelines of the Appraisal Institute. The extent of research and scope of the project have been clearly outlined in the Scope of Work section of this report. The report is a brief recapitulation of the appraiser's data, analysis, and conclusions consistent with the reporting guidelines of Standards Rule 2-2 (a) and is intended to meet the appraisal requirements of the Financial Institution Recovery Reform and Enforcement Act of 1989 (12 U.S.C. 331-3351). Supporting documentation is retained in the appraisers' file.

The appraisal is also intended to be in compliance with the Code of Professional Ethics of the Appraisal Institute. A copy of your letter of authorization and list of appraisal instructions has been included in the addenda. The appraisers are unbiased with respect to the parties involved and have no present or contemplated future interest in the property appraised. Accordingly, statements of fact are, to the best of our knowledge, correct, and compensation for making this appraisal is not contingent on the value conclusions reported herein. Furthermore, this appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

Based on the research and analysis presented herein, the following are our opinions of market value "as is" for the subject property's buildings:

FINAL OPINIONS OF MARKET VALUE "AS IS"

Buildings	Scenario	Effective Date of Value	Market Value
Visual Arts	Fee Simple Market Value "As Is"	March 16, 2026	**$6,270,000**
Brunn's Barracks Building	Fee Simple Market Value "As Is"	March 16, 2026	**$755,000**

Based on the data and analysis presented, our opinion of base-year market rent for the subject property (Brunn's Barracks Building) assuming a triple net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT BRUNN'S BARRACKS BUILDING EFFECTIVE MARCH 16, 2026

$1.20 per Square Foot of Site Area or $76,835 per Year (Absolute Net)

Our opinion of average market rent over the entire term of a 20-year Absolute Net lease agreement beginning March 16, 2026 is as follows:

Year	Rent	Escalations	Annual Rent
Year 1	$1.20	-	$76,835
Year 2	$1.24	3%	$79,140
Year 3	$1.27	3%	$81,514
Year 4	$1.31	3%	$83,959
Year 5	$1.35	3%	$86,478
Year 6	$1.39	3%	$89,073
Year 7	$1.43	3%	$91,745
Year 8	$1.48	3%	$94,497
Year 9	$1.52	3%	$97,332
Year 10	$1.57	3%	$100,252
Year 11	$1.61	3%	$103,260
Year 12	$1.66	3%	$106,357
Year 13	$1.71	3%	$109,548
Year 14	$1.76	3%	$112,834
Year 15	$1.82	3%	$116,220
Year 16	$1.87	3%	$119,706
Year 17	$1.93	3%	$123,297
Year 18	$1.98	3%	$126,996
Year 19	$2.04	3%	$130,806
Year 20	$2.10	3%	$134,730
Average	**$1.61**		**$103,229**

AVERAGE MARKET RENT OVER 20-YEAR TERM AS OF MARCH 16, 2026
$1.61 per Square Foot site area or $103,229 per Year (Absolute Net)*

*Based on the landlord being responsible for no expenses

Based on the data and analysis presented, our opinion of base-year market rent for the subject property (Visual Arts Building) assuming a triple net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT VISUAL ARTS EFFECTIVE MARCH 16, 2026

$14.75 per Square Foot or $515,335 per Year (NNN)

Our opinion of average market rent over the entire term of a 5-year triple net lease agreement beginning March 16, 2026 is as follows:

Year	Rent	Escalations	Annual Rent
Year 1	$14.75	-	$515,483
Year 2	$15.19	3%	$530,947
Year 3	$15.65	3%	$546,876
Year 4	$16.12	3%	$563,282
Year 5	$16.60	3%	$580,181
Year 6	$17.10	3%	$597,586
Average	**$15.90**		**$555,726**

AVERAGE MARKET RENT OVER FIVE-YEAR TERM AS OF MARCH 16, 2026
$15.90 per Square Foot or $555,726 per Year (NNN)*

*Based on the Landlord being responsible for management and reserves for replacement

Respectfully submitted,

DOMINION PROPERTY ADVISORS

ANTHONY KUNA, MAI
GENERAL CERTIFIED APPRAISER, NM #3041-G

KATHLEEN BURMEISTER, MAI
GENERAL CERTIFIED APPRAISER, NM #03025-G

Table of Contents

Preface
Executive Summary
Regional Map
City Map
Aerial Photograph
Zoning Map
Photographs of the Subject Property
Sales Comparables Map & Photos
Rent Comparables Map & Photos

INTRODUCTION 21
Overview of the Appraised Property 21
Legal Description 21
History of the Subject Property 21
Scope of the Assignment 21
Intended Use of the Appraisal 22
Market Value Defined 22
Property Rights Defined 22
Marketing Time 22
Effective Dates of Appraisal 23
LIMITING CONDITIONS AND ASSUMPTIONS 24
DESCRIPTION AND ANALYSIS 28
Summary Santa Fe Profile 34
Neighborhood Description 37
Site Description 38
Building Improvements 39
Highest and Best Use 40
VALUATION 42
Sales Comparison Approach Visual Arts Center 42
Income Approach Visual Arts Center 46
Sales Comparison Approach Brunn's Barracks Building 55
Market Rent Brunn's Barracks Building 59
Reconciliation of Value Indications 62
Certification 65

Addenda

Flood Map
Subject Data
Qualifications of the Appraiser
Engagement Letter

Executive Summary

Type:	Former Santa Fe University of Art & Design Buildings: Visual Arts Center and Brunn's Barracks Building
Location:	1600 St. Michael's Dr. Santa Fe, NM 87505
Client:	Terry Lease City of Santa Fe, Office of Economic Development 737 Agua Fria Santa Fe, NM 87501
Site Area:	Visual Arts Center: 1.9124 acres or +/- 83,304 SF Brunn's Barracks Building: 1.4699 acres or +/- 64,029 SF
Property Location:	The subject buildings are located within the former Santa Fe University of Art & Design campus located south of St. Michael's Dr. and east of Cerrillos Rd. Access to the campus is provided by Midtown Ave., Midtown Avenida and Midtown Calle, all private access roads off of St. Michael's Dr.

Gross Building Areas and Improvements:

Buildings	Building Type	Size	Quality	Condition	Year Built	Effective Age
Visual Arts Building	Office/Classrooms/Studios	34,948	Good	Average	1998	20 years
Brunn's Barracks	Classrooms/Studios	17,500	Poor	Poor	1945	50 years

Gross building area based on data provided by the client (subject to CAD)

Zoning:	C-2 PUD
Flood Zone:	Zone X
Property Rights Appraised:	Fee simple

Based on the research and analysis presented herein, the following are our opinions of market value "as is" for the subject property's buildings:

FINAL OPINIONS OF MARKET VALUE "AS IS"

Buildings	Scenario	Effective Date of Value	Market Value
Visual Arts	Fee Simple Market Value "As Is"	March 16, 2026	**$6,270,000**
Brunn's Barracks Building	Fee Simple Market Value "As Is"	March 16, 2026	**$755,000**

Based on the data and analysis presented, our opinion of base-year market rent for the subject property (Brunn's Barracks Building) assuming a triple net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT BRUNN'S BARRACKS BUILDING AS OF MARCH 16, 2026

$1.20 per Square Foot of Site Area or $76,835 per Year (Absolute Net)

Our opinion of average market rent over the entire term of a 20-year Absolute Net ground lease agreement beginning March 16, 2026 is as follows:

AVERAGE MARKET RENT OVER 20-YEAR TERM AS OF MARCH 16, 2026
$1.61 per Square Foot site area or $103,229 per Year (Absolute Net)*

*Based on the landlord being responsible for no expenses

Based on the data and analysis presented, our opinion of base-year market rent for the subject property (Visual Arts Building) assuming a triple net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT VISUAL ARTS CENTER EFFECTIVE MARCH 16, 2026

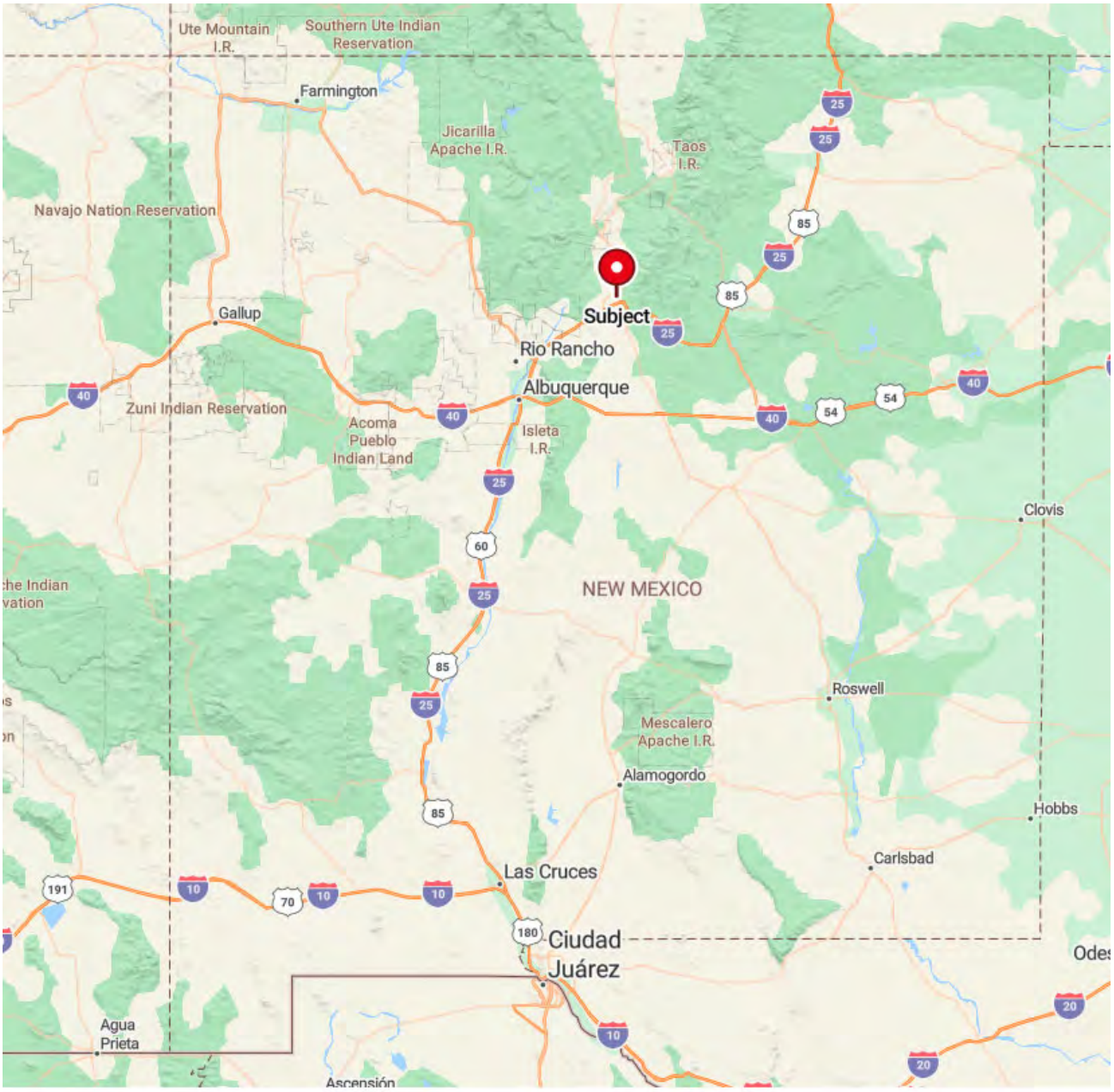
$14.75 per Square Foot or $515,335 per Year (NNN)

Our opinion of average market rent over the entire term of a 5-year triple net lease agreement beginning March 16, 2026 is as follows:

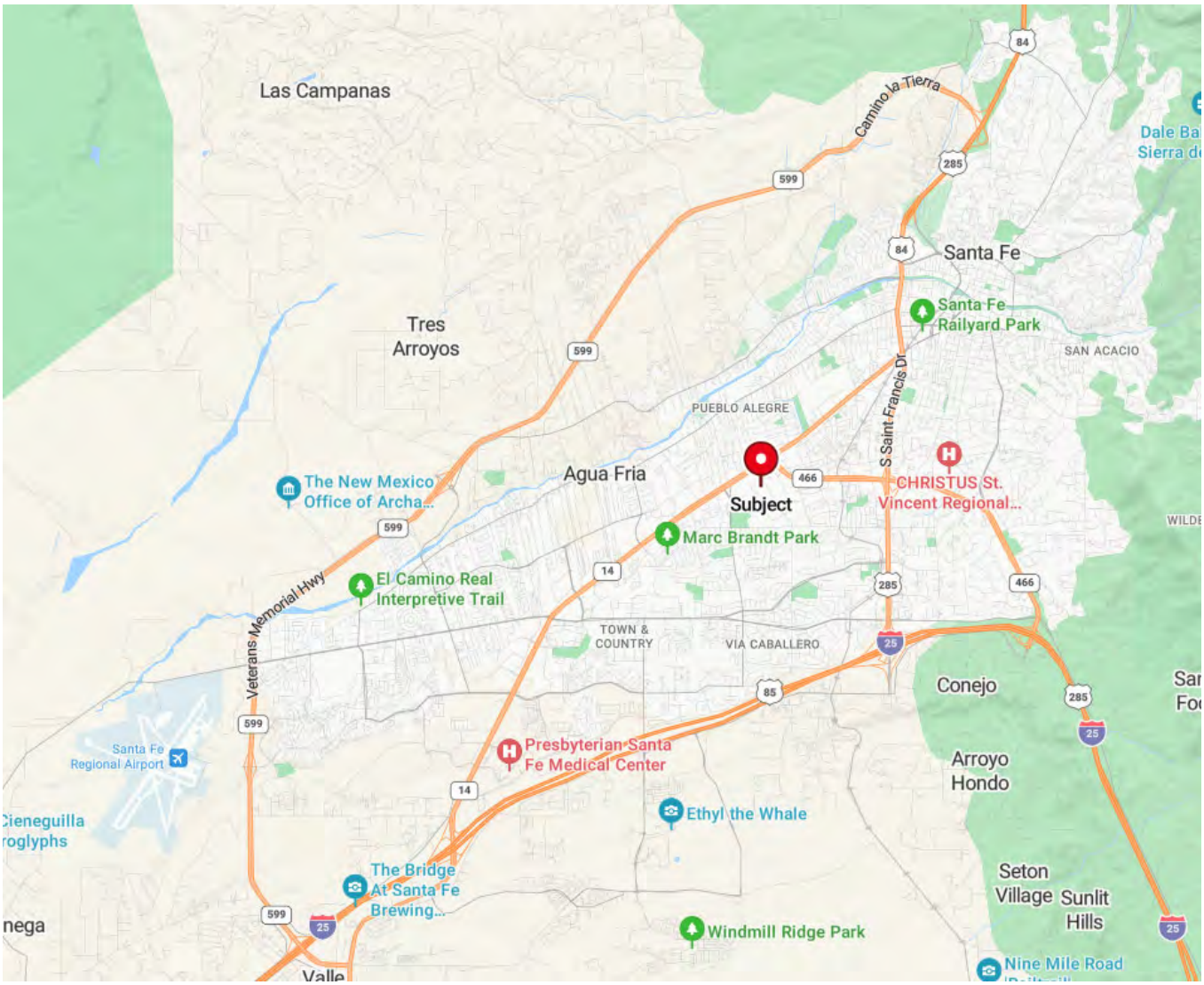
AVERAGE MARKET RENT OVER FIVE-YEAR TERM EFFECTIVE MARCH 16, 2026
$15.90 per Square Foot or $555,726 per Year (NNN)*

*Based on the Landlord being responsible for management and reserves for replacement

REGIONAL MAP

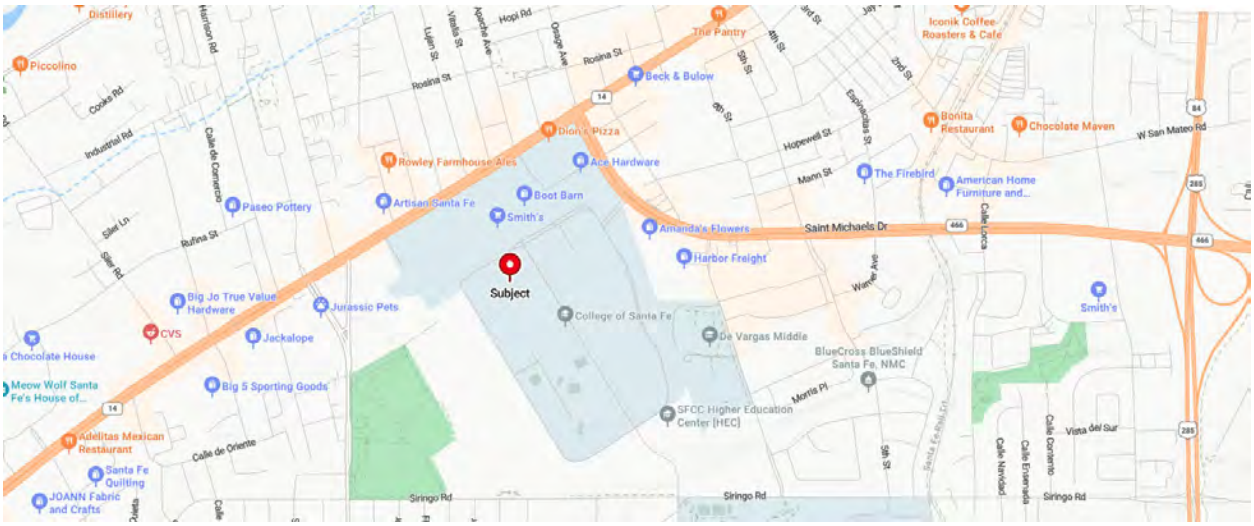


CITY MAP

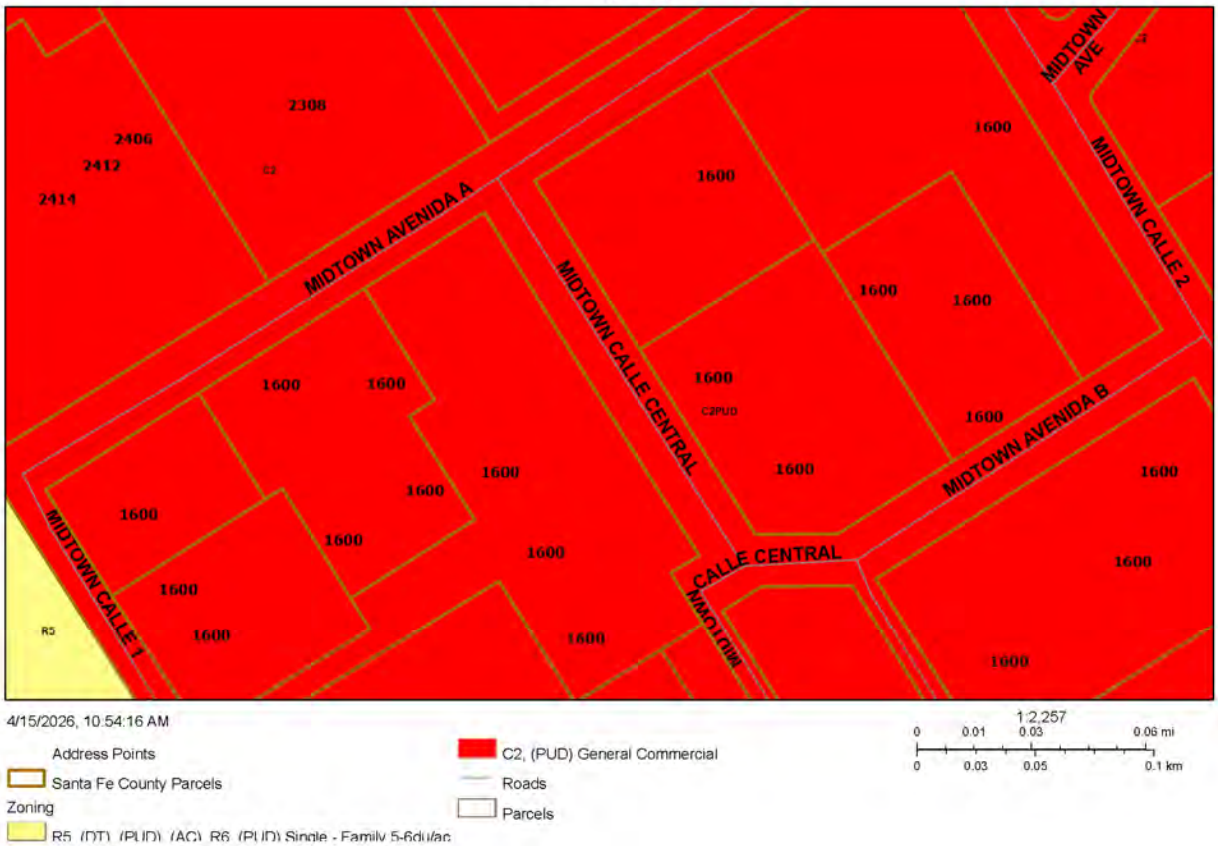


Las Campanas
Camino la Tierra
Santa Fe
Santa Fe Railyard Park
SAN ACACIO
Tres Arroyos
PUEBLO ALEGRE
S Saint Francis Dr
Agua Fria
Subject
CHRISTUS St. Vincent Regional...
The New Mexico Office of Archa...
Marc Brandt Park
El Camino Real Interpretive Trail
Veterans Memorial Hwy
TOWN & COUNTRY
VIA CABALLERO
Conejo
Arroyo Hondo
Santa Fe Regional Airport
Presbyterian Santa Fe Medical Center
Ethyl the Whale
The Bridge At Santa Fe Brewing...
Windmill Ridge Park
Seton Village
Sunlit Hills
Nine Mile Road

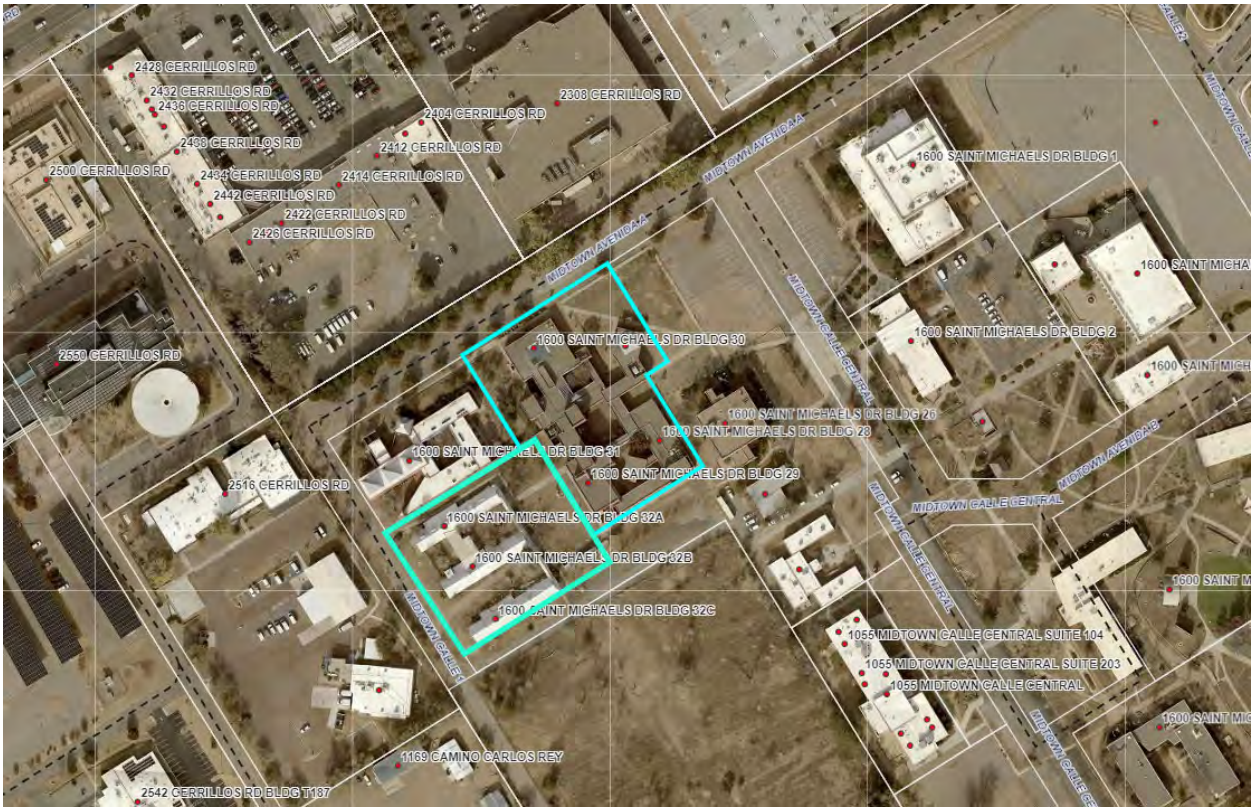
NEIGHBORHOOD MAP



Zoning Map


2308
2406
2412
2414
C2
MIDTOWN AVENIDA A
MIDTOWN CALLE CENTRAL
MIDTOWN AVE
MIDTOWN CALLE 2
MIDTOWN AVENIDA B
CALLE CENTRAL
MIDTOWN CALLE 1
1600
C2PUD
R5
4/15/2026, 10:54:16 AM
Address Points
Santa Fe County Parcels
Zoning
R5, (DT), (PUD), (AC), R6, (PUD) Single - Family 5-6du/ac
C2, (PUD) General Commercial
Roads
Parcels
1:2,257
0 0.01 0.03 0.06 mi
0 0.03 0.05 0.1 km

AERIAL PHOTOGRAPH

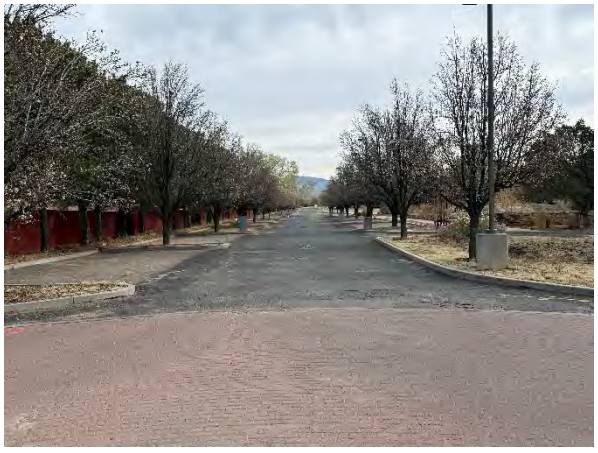


Property lines depicted are an estimate and for reference only

SUBJECT PHOTOS

Visual Arts Building

View looking southeast

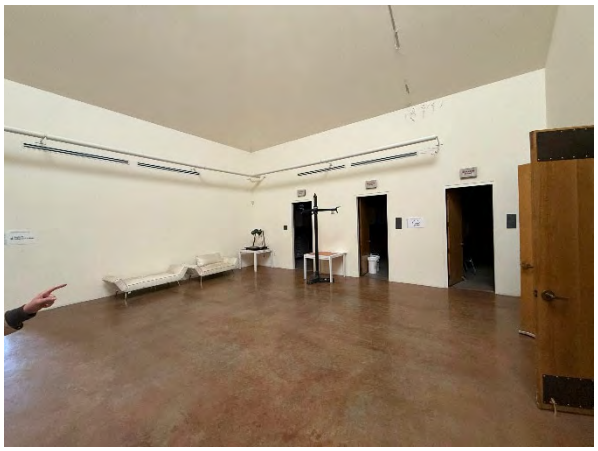


Street view along Midtown Ave.

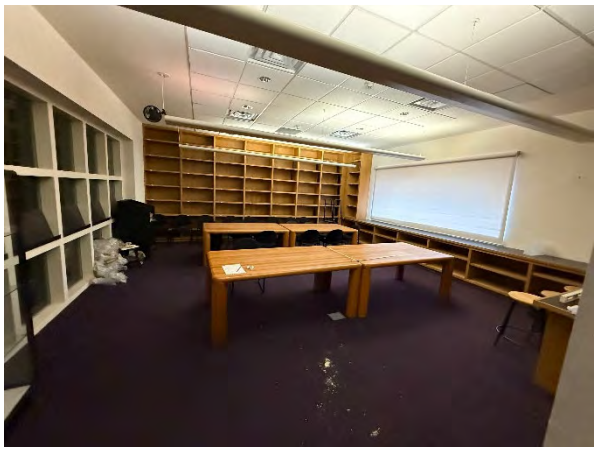
Visual Arts Building looking east

Front view of the subject

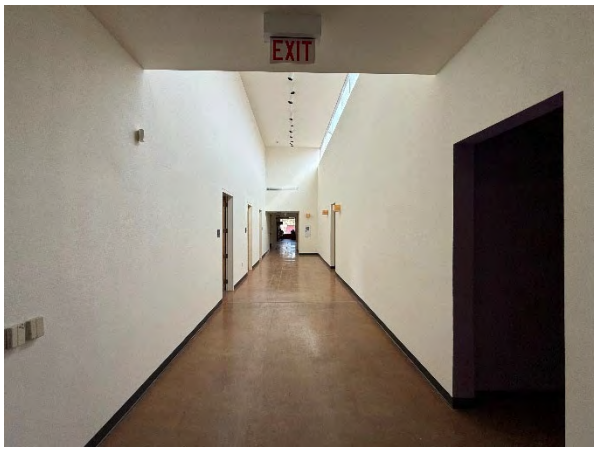
Classroom



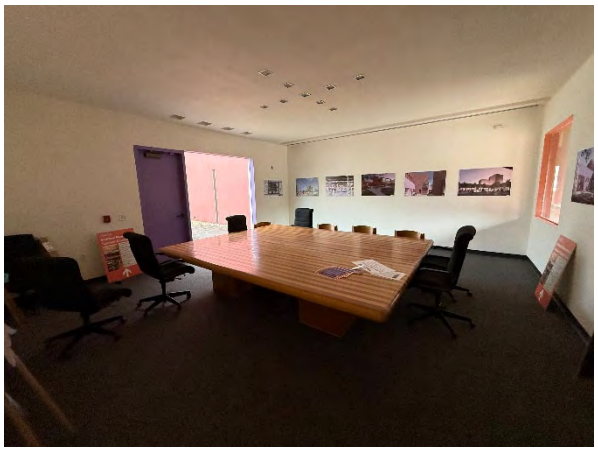
Classroom



Classroom

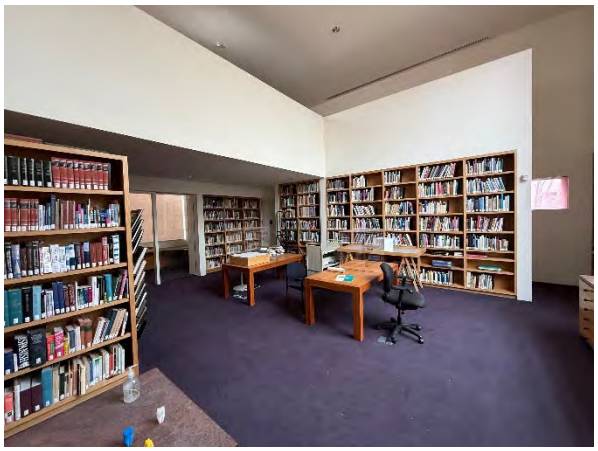


Hallway

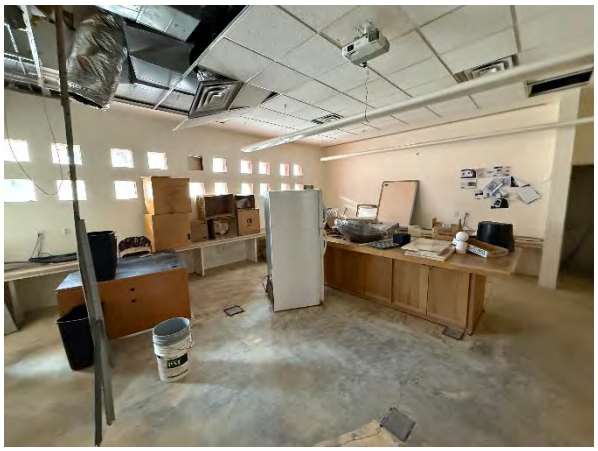


Conference Room

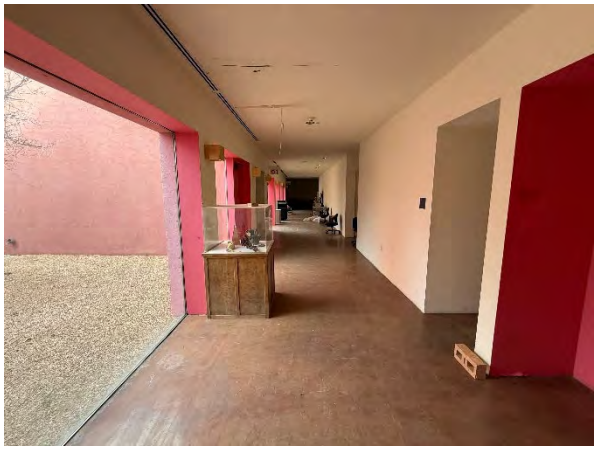
Theater



Library



Classroom



Hallway

Office

Hallway

Brunn’s Barracks Building

Brunn’s Barracks Building

Brunn’s Barracks Building

Brunn’s Barracks Building

Brunn’s Barracks Building

Brunn’s Barracks Building

Brunn’s Barracks Building

INTRODUCTION

Overview of the Appraised Property

The subject property consists of two buildings within the former Santa Fe University of Art & Design campus just south of St. Michael's Dr. and east of Cerrillos Rd. Access to the campus is provided Midtown Ave., Midtown Avenida, and Midtown Calle, all private access roads off of St. Michael's Dr. The street address is 1600 St. Michael's Dr., Santa Fe, NM 87505. This appraisal will provide opinions of market rent and market value "as is" of the fee simple interest in the subject properties (effective March 16, 2026).

Legal Description

According to Santa Fe County Assessor records, the subject is legally defined as follows:

> *Virtual Arts Center - Tract K-1a, Midtown Site, Section 34, T17N, R9E, City of Santa Fe, Santa Fe County, New Mexico.*
>
> *Brunn's Barracks Building - Tract P-1b, Midtown Site, Section 34, T17N, R9E, City of Santa Fe, Santa Fe County, New Mexico.*

Ownership and History of the Subject Property

Current ownership of the subject Visual Arts Centers and Brunn's Barracks Building has been vested in the City of Santa Fe for more than three years. Ownership is planning on leasing both buildings to a developer who is planning on renovating and converting the space into artist studios. The Art Studio Building has reached the end of its economic life and contributes no value over and above the value of Tract P-1b "as if vacant." To the best of our knowledge there has been no other real estate activity pertaining to the subject in the last three years.

Scope of the Assignment

The assignment is to provide opinions of market rent and market value "as is" and to deliver an appraisal report of our findings and conclusions. The appraisers have:

1) made a physical interior and exterior appraisal inspection of the subject property as well as a visual inspection of the surrounding neighborhood;
2) relied on the rent roll, physical measurements, and site plan provided to determine building area for the subject property.
3) made a physical appraisal inspection to determine the type and quality of construction and any possible functional obsolescence associated with the subject improvements;
4) relied on the recorded survey in order to identify documented or apparent easements, restrictions or encroachments;
5) concluded a highest and best use;
6) Analyzed a three-year history prior to the effective date of this appraisal of the subject property;
7) researched and collected relevant vacant land sales data, derived appropriate adjustments, and reconciled sales data and subsequent analysis into a credible indication of market value via the sales comparison approach;
8) We collected available data concerning recent signed leases on improved properties which compete with the subject properties. Confirmation of the data was obtained through personal interviews or by telephone conversations with owners, tenants, or real

estate brokers. Knowledgeable real estate professionals were surveyed to determine supply and demand relationships, appropriate comparable rentals, typical listing times, and current market conditions. After the pertinent market and rental information was confirmed, the data was thoroughly analyzed in order to establish market rent for the subject property.

9) The Cost Approach is not applicable, as the subject improvements are older, making any estimate of accumulated physical depreciation overly subjective.

10) An Income Approach was completed in order to establish market rent and market value for the subject property.

11) A Sales Comparison Approach was completed to determine market value "as is" for the subject property.

The appraisal is intended to conform to the guidelines of the Appraisal Institute. The report is a recapitulation of the appraisers' data, analysis, and conclusions consistent with the reporting guidelines of Standards Rule 2-2 (a). Supporting documentation is retained in the appraiser's file.

Intended Use of the Appraisal

The intended use of this assignment is to aid the client in portfolio management decisions. The intended user of this report is the City of Santa Fe. This appraisal may not be used by any individual or entity other than the client, subsidiaries and/or affiliates.

Market Rent

Market rent is defined as:

> *"The most probable rent that a property should bring in a competitive and open market under all conditions requisite to a fair lease transaction, the lessee and lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus."*[1]

Property Rights Defined

The market value and market rent for the subject property is based on the fee simple interest in the property as of March 16, 2026, unencumbered by any leases.

Fee simple estate is defined as:

> "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."[2]

Marketing Time

A reasonable *exposure time* is the amount of time, leading up to the date of the market value, necessary to expose a property to the open market in order to achieve a sale. Marketing periods for similar sales of this type property typically range from a few to 12 months. In our opinion, less than 12 months is a reasonable *exposure time* for the subject under current market conditions.

The projected *marketing time* is the length of time it would probably take to sell the subject if placed on the market as of the appraisal date. If placed on the market and appropriately priced, we believe there is a high likelihood the subject would sell within less than 12 months. During the

[1]Appraisal Institute, The Dictionary of Real Estate Appraisal, Seventh Edition, 2022 Page 116
[2] Ibid, p. 73

foreseeable future, we project that the *marketing time* for the subject should be equal to or lower than the estimated exposure time, i.e., less than 12 months.

Effective Dates of Appraisal

Our most recent inspection of the subject property was March 16, 2026; therefore , the effective date of market value and market rent "as is" is March 16, 2026. The date of this report is April 22, 2026.

LIMITING CONDITIONS AND ASSUMPTIONS

The appraisal described and contained herein is expressly limited and conditioned upon the terms, assumptions and other matters contained in this section entitled "Limiting Conditions and Assumptions." Said limiting conditions and assumptions are hereby incorporated into the appraisal in their entirety by this reference.

Appraisal Report

This document is an appraisal report and is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (a) of the Uniform Standards of Professional Appraisal Practice (USPAP) for an appraisal report. The scope of this report has been detailed in the Scope of Work section which clearly outlines approaches used to estimate value.

A. Scope of the Appraisal

Dominion Property Advisors ("Appraiser"), acting herein by and through its authorized appraisers, have been retained by the Client to provide opinions of fee simple market value “as is” and market rent for the subject property, which opinions are fully set forth in the Appraisal. In compiling the Appraisal, the Appraisers have relied upon information provided to them by the Client. The assumptions which have been made concerning the Appraisal include the foregoing and other specific assumptions more particularly set forth in the Appraisal. The Appraisers have not independently verified all of the information furnished to them or assumptions made with respect to the Appraisal unless otherwise indicated by the Appraisers and therefore are not responsible for their content or their effect on the Market Value of the Property.

B. Intended Use of the Appraisal

The Appraisers have been engaged by the Client to provide opinions of fee simple market value and market rent “as is” as an aid in portfolio management. Any other use of the Appraisal without the prior written consent of the Appraisers is strictly forbidden. Any unauthorized use of the Appraisal will render the Appraisal null and void and of no force or effect.

C. Severability

No portion of the Appraisal may be reproduced in whole or in part without the prior written consent of the Appraisers.

D. Copies, Publication, Distribution, Use and Ownership of Report

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of Dominion Property Advisors for the use of the client, the fee being for the analytical services only.
The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate; this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of Dominion Property Advisors.

E. Other Services

The Appraisers have not been engaged to fulfill any services other than those set forth in the discussions with the lender, the terms and conditions of which are hereby incorporated herein by this reference. The Appraisers are not obligated to provide any other services, including but not limited to, testimony in court or before any other body charged with interpretation of enforcement of the Appraisal. The Appraisers shall not provide any

post-appraisal consultations with the Client or other parties without the payment of additional fees of the Appraiser's normal hourly rates for such services then in effect.
If Appraisers shall be required to provide any testimony pursuant to any subpoena, Client shall pay any costs and expenses associated with such testimony, which shall include, but not be limited to, reasonable attorneys' fees and compensation of the Appraisers at their normal hourly fee.

F. Real Estate Values

Due to the nature of real estate valuation and the complexities of external and internal factors which dictate the Market Value and Prospective Market Value of any real estate, and the rapid changes and fluctuations with respect to the valuation of real estate, the opinion of the Appraisers set forth in the Appraisal concerning the Market Value of the Property is reliable as of the Effective Date and should not be considered as reliable at any time thereafter.

G. No Guarantee or Warranty

The Appraisers make no guarantee or warranty, whether implied or expressed, concerning the Market Value and Prospective Market Value set forth in the Appraisal. The Appraisal merely set forth the Appraisers' opinions of such Market Values based upon information submitted by the Client and assumptions made by the Appraisers with respect to the Property.

H. Americans with Disabilities Act "ADA"

The appraisers have not made or been furnished with a specific compliance study to determine if the subject property (existing and or proposed) is in compliance with the specialized requirements of the ADA. It is possible that the subject property is not in compliance with the ADA requirements which became effective in January of 1992. This could negatively impact the market value of the subject property and any such finding might require revision of this appraisal and its market value estimate. Unless evidence is furnished to the contrary, the appraiser assumes compliance. It is recommended that the Client obtain an expert opinion in regard to the specific requirements of the ADA.

I. Legal, Engineering, Financial, Structural or Mechanical Components; Nature, Hidden or Unapparent Conditions, and Soil

No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical or engineering nature. No opinion is rendered as to the title of the subject property, which is presumed to be good and merchantable. The Property is appraised as if free and clear, unless otherwise stated in particular parts of the report. The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or as derived by the Appraisers.
Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, nor soils and potential for settlement, drainage and such (seek assistance from qualified architect and/or engineer), nor matters concerning liens, title status, legal marketability and such (seek legal assistance). The lender and owner should inspect the Property before any disbursement of funds; further it is likely that the lender or owner may wish to require mechanical or structural inspections by a qualified and licensed contractor, civil or structural engineer, architect, or other expert.
The Appraisers have inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden or unapparent structural, or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm, however subsidence in the area is unknown. The Appraisers do not warrant against this condition or the occurrence of problems arising from soil conditions.
The Appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be

commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment is made as to adequacy of insulation, type of insulation or energy efficiency of the improvements or equipment. If the Appraisers have not been supplied with a survey, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.
The Appraisers assume no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

J. Legality of Use

The Appraisal is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further that all applicable zoning, building and use regulations and restrictions for all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

K. Subsurface Rights

Subsurface Rights (minerals and oil) were not considered in this Appraisal unless otherwise specifically stated.

L. Insulation and Toxic Materials

Unless otherwise stated in this report, the Appraisers signing this report have no knowledge concerning the presence or absence of any toxic materials and/or urea-formaldehyde foam insulation in existing improvements; if such is present, the value of the property may be adversely affected and re-appraisal at additional cost may be necessary to estimate the effects of such.

M. Terms of Sale and Full Disclosure

The State of New Mexico does not have full disclosure laws regarding real estate transactions. Therefore, the Appraisers had to confirm all sales and rental comparables with brokers, property managers, mortgage brokers, grantors, grantees and other parties familiar with the transaction. The Appraisers' results are limited by the accuracy of the information supplied by the aforementioned individuals. Whenever possible, the information was verified by county records.

N. Environmental Hazard Notice

Comprehensive federal and state laws and regulations have been enacted in the last few years in an effort to develop controls over the use storage, handling, clean-up, removal and disposal of hazardous wastes or substances. Some of these laws and regulations, such as the so-called "Superfund Act," provide for broad liability schemes wherein an owner, tenant or other use of the property may be liable for clean-up costs and damages regardless of fault. Other laws and regulations set standards for the handling of asbestos or establish requirements for the use, modification, abandonment, or closing of underground storage tanks.
It is not practical or possible to list all such laws and regulations in this Notice. Therefore, owners, buyers, tenants, and lenders involved with the property which is the subject of this report, and any other use and/or uses of this report are urged to consult legal counsel to determine their respective rights and liabilities with respect to the proposed transactions involving the subject of this appraisal. If hazardous wastes or substances have been, or are going to be used, or if underground storage tanks are present, it is essential that legal and technical advice be obtained in determining, among other things, what permits and approvals have been or may be required, if any, estimated costs and expenses associated with the use, storage, handling, clean-up, removal or disposal of the hazardous wastes or substances, and what contractual provisions and protections are necessary or desirable. It may also be important to obtain expert assistance for site investigations and building inspections. The past uses of the property may provide valuable information as to the likelihood of hazardous wastes or substances, or underground storage tanks being on the property.
We have not made investigations or obtained reports regarding the subject matter of this Notice, except as may be specifically described within the body of this appraisal. We make no representations regarding the existence or non-existence of hazardous wastes or substances, or underground storage tanks on the property.

The user and/or users of this report should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to provide advice concerning the property.
The term "hazardous wastes or substances" is used in this Notice in its very broadest sense and includes, but is not limited to, petroleum based products, paints and solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCB's and any storage tanks that may be present on all types of real property. This Notice is, therefore, meant to apply to any type of real property, whether improved or unimproved.

DESCRIPTION AND ANALYSIS

SANTA FE MSA PROFILE

This section of the report summarizes the city's economic base, its history; it's demographic and land use trends, and the current development climate for real estate.

General

Santa Fe, the capital of New Mexico, is located in the north-central portion of the state at the foothills of the Sangre de Cristo Mountains. Its elevation is approximately 7,000 feet above sea level. Founded in the early 1600s, Santa Fe is rich in historical and cultural attractions that have made it a popular tourist destination.

The city is recognized as being the architectural, cultural and historic center of New Mexico. In fact, Santa Fe has a rich history dating back prior to the pilgrims landing at Plymouth Rock when Santa Fe was an Indian village and Spanish settlement. Overall, Santa Fe's historic significance has been well preserved through the establishment of a historical district with rigorous architectural restrictions and guidelines.

From 1050 to 1607 Santa Fe was occupied by Pueblo Indians – mostly the Tewa's. It was in 1540 that "New Mexico" was first claimed for Spain by Don Francisco Vasques de Coronado. Don Juan de Onate was the first Governor of New Mexico and established the capital in 1598 at San Juan Pueblo, 25 miles north of Santa Fe. Don Pedro de Peralta was appointed Governor-General in 1609 and one year later he moved the capital to present day Santa Fe. During the following 80 years Spanish soldiers and Franciscan missionaries, tried to conquer and convert the Pueblo Indians of the region but the Indians revolted against them and killed approximately 400 conquistadors and missionaries. The triumphant Pueblo Indians attacked Santa Fe and burned most of the buildings, except the Palace of the Governors. Pueblo Indians occupied Santa Fe until 1692, when Don Diego de Vargas re-conquered the region. From 1692 to 1821 the city of Santa Fe grew and prospered. Between 1821 and 1846 Mexico gained its independence from Spain, and Santa Fe became the capital of the province of New Mexico. American trappers and traders moved into the region. Americans found Santa Fe and New Mexico not as uncivilized as they had imagined. In 1835, Mexico signed the Treaty of Guadalupe Hidalgo, giving New Mexico and California to the United States.

With the coming of the Atchison, Topeka and the Santa Fe Railroad and the invention of the telegraph in 1880, Santa Fe and New Mexico underwent an economic revolution. Corruption in government, however, accompanied the growth, and President Rutherford B. Hayes appointed Lee Wallace as a territorial governor to "clean up New Mexico." Wallace did such a good job that Billy the Kid threatened to come up to Santa Fe and kill him. The state museum's emphasis on local history and native culture did much to reinforce Santa Fe's image as an "exotic" city. Although Santa Fe has had a history of conquest and frontier violence, the town has also been the region's seat of culture and civilization.

Today, Santa Fe is recognized as one of the most intriguing cities in the nation, due largely to the city's preservation of historic buildings and a modern zoning code, passed in 1958 that mandates the city's distinctive Spanish-Pueblo style of architecture. This architecture is based on the adobe (mud and straw) and wood construction of the past. Also preserved are the traditions of the city's rich cultural heritage which helps make Santa Fe one of the country's most diverse and interesting places to visit.

It is the third-largest art market in the United States with approximately 200 galleries and attracts art collectors worldwide. It is one of three Metropolitan Statistical Areas (MSAs) in the state. Santa Fe is located 60 miles north of Albuquerque, the largest city in New Mexico, and is 380 miles South of Denver, Colorado. Interstate 25 connects Santa Fe with both cities. Although Santa Fe has a local commuter airport, the nearest commercial airport is in Albuquerque.

Over the past several years, the momentum of Santa Fe's popularity as a retirement and business destination for wealthy Americans has increased. Along with the trend, tourism continues to encompass a major portion of the city and region's economy. In fact, Santa Fe is the leading tourist destination in New Mexico which draws visitors from all over the world. In excess of 1,000,000 typically affluent people visit Santa Fe annually and contribute over $170,000,000 to the local economy. Santa Fe is home to over 200 art galleries, various museums, and an internationally acclaimed opera house.

Projected Population

Population forecasts contained in the Bureau of Business and Economic Research (BBER) and the related average annual compound rate of growth for each year for Santa Fe County are shown in the following table. The population growth for the county shows a steady increase over 2 years at an average 1% change.

Historical and Projected Population Data: 1980 – 2025

Year	Santa Fe (city) Population Total	Annual Growth Rate**	Santa Fe county Population Total	Annual Growth Rate**	New Mexico Population Total	Annual Growth Rate*
Historical						
1980	49,160	-	75,519	-	1,303,303	-
1990	57,758	1.62%	99,243	2.77%	1,515,069	1.52%
2000	63,286	0.92%	129,713	2.71%	1,821,204	1.86%
2005	69,468	0.94%	137,610	0.59%	1,932,274	0.59%
2009	74,190	0.66%	143,205	0.40%	2,036,802	0.53%
2010	68,130	-0.85%	144,170	0.07%	2,059,179	0.11%
2011	68,669	0.08%	145,395	0.08%	2,078,674	0.09%
2012	69,204	0.08%	146,326	0.06%	2,085,538	0.03%
2013	69,976	0.11%	147,154	0.06%	2,086,895	0.01%
2014 *	82,800	1.70%	147,977	0.06%	2,085,572	-0.01%
2015	83,286	0.06%	148,686	0.05%	2,085,192	0.00%
2016	83,875	0.07%	148,651	0.00%	2,081,015	-0.02%
2017	83,776	-0.01%	148,750	0.01%	2,088,070	0.03%
2018	84,612	0.10%	150,056	0.09%	2,095,428	0.04%
2019	84,683	0.01%	150,358	0.02%	2,096,829	0.01%
2020	86,099	0.17%	154,823	0.29%	2,117,522	0.10%
2021	88,193	0.24%	155,201	0.02%	2,115,877	-0.01%
2022	89,008	0.09%	155,664	0.03%	2,113,334	-0.01%
2023	89,167	0.02%	155,956	0.02%	2,114,371	0.00%
2024	90,551	0.15%	157,765	0.12%	2,130,256	0.07%
Projected						
2025	NA	-	170,730	-	2,707,757	-

*Includes recent annexation of land on the south side
** annual compound rate of growth
Source: US Bureau of the Census, BBER-UNM

Employment Trends

The Santa Fe economy originates from primarily two areas, government and tourism. Santa Fe is the headquarters for state, county, local and federal government agencies. The state capitol and legislature are located near the historic center of the city. Some of the larger state and federal agencies in Santa Fe include the state legislature, New Mexico State Highway Department, New Mexico School for the Deaf, New Mexico National Guard Headquarters, the Institute of American Indian Arts and various agencies for the administration of the state's government. Santa Fe draws

tourists from all over the globe. Santa Fe's tourists are fortunate that many attractions are within walking distance of downtown hotels. Attractions include Native American ruins, Spanish Colonial landmarks, and the end of the Santa Fe Trail, to name a few. Additionally, Santa Fe is one of the largest art markets in the world.

In itself, Santa Fe is considered the nation's second largest arts market, with a $1.6 billion annual arts economy. In addition, Forbes Magazine has regularly ranked Santa Fe as one of the best small cities in America for business or a career.

The New Mexico Department of Labor shows the following average annual civilian employment for key jurisdictions for the period from 2008 to 2023. The following table presents historical employment data for Santa Fe County:

Employment Data – Santa Fe County

Year	Civilian Labor Force	Employment	Unemployment	Rate
2008	78,172	75,237	2,935	3.8%
2009	76,501	71,479	5,022	6.6%
2010	74,281	69,243	5,038	6.8%
2011	73,636	69,052	4,584	6.2%
2012	73,667	69,401	4,266	5.8%
2013	73,200	69,098	4,102	5.6%
2014	72,277	68,317	3,960	5.5%
2015	72,553	68,658	3,8953	5.4%
2016	72,574	68,691	3,883	5.4%
2017	74,036	69,946	4,090	5.5%
2018	73,974	70,909	3,065	4.2%
2019	75,142	72,025	3,118	4.2%
2020	71,523	65,088	5,057	8.33%
2021	70,520	65,869	4,651	6.58%
2022	73,122	70,344	2,777	3.8%
2023	72,749	70,628	2,333	3.2%
2024	73,265	70,640	2,625	3.58%

SOURCE: New Mexico Department of Workforce Solutions (current data)

Current labor statistics are through 2024 and show a substantial decrease in unemployment for 2022, 2023 and 2024 compared to 2020 and 2021 during the forced closures of retail, hotel and restaurant properties in response to COVID-19. There are 70,640 county residents being employed, approximately 2,625 people unemployed for 2024. Unemployment increased slightly compared to 2022, with unemployment at 3.58% for 2024.

The following table lists the leading employment sectors in Santa Fe MSA:

Leading Employment Sectors in Santa Fe MSA, New Mexico (December 2025)

Leading Sectors	Estimate of Employees
Leisure and Hospitality	11,800
Education & Health Services	11,800
Trade, Transportation and Utilities	10,800
Professional and Business Services	5,200
Other Services	3,100
Mining & Construction	3,100
Financial Activities	2,300
Manufacturing	800
Information	800

Source: NM Department of Workforce Solutions, December 2025

According to the Santa Fe Convention and Visitors Bureau, the city's ± 4,937 hotel rooms account for more than $300 million in annual lodging revenues. Lodgers tax receipts levied on hotel and motel room revenues in the city are summarized below:

	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
Lodgers Tax	$10,809,464	$11,473,953	$12,260,501	$10,552,776	$7,677,712	$12,205,000	$18,400,000	$17,900,000
% Annual Change	-	6.15%	6.86%	-13.93%	-37.38%	15.66%	139.65%	-2.72%

Source: City of Santa Fe, includes 4% lodgers' tax and 3% convention center lodger's tax

The city had stabilized growth in lodging receipts during the 1990's and into 2003. In 2007-2008 Santa Fe lodging receipts increased considerably (prior to the economic recession). For 2008-2009, lodging receipts decreased approximately 51.91% concurrent with the onset of the recession. For 2009-2010 lodging receipts increased by 58% compared to the previous year. Lodging receipts have shown relatively strong growth from 2013 through 2019; however, the steep decline in tourism resulting from the coronavirus resulted in a sharp decline in lodgers tax receipts in 2020 and 2021.

Santa Fe has a multitude of retail due to its status as a tourist destination and retirement community. Retail sales have risen consistently every year since the late 1980s. Nearly 1,000 retail outlets serve residents, although some concern has been raised that traditional retail outlets are disappearing due to the rising costs. Retail trade in the city of Santa Fe is a large component of the tourism market and its employment in the past seventeen years has grown from 5,842 jobs in 1990 to 8,878 in 2010. The service sector, including hospitality, eating and drinking establishments, and the retail sector have made the largest employment gains in recent years. At the same time retail employment grew by 6,000 jobs throughout the rest of Santa Fe County. One possible explanation for this anomaly can be the exceedingly high cost of doing business in Santa Fe, pushing many retail establishments outside city limits.

Most *Retail* development has been in the South-central district, and includes a 120,000 square foot Target store, Old Navy, Trader Joe's, Whole Foods and TJ Maxx. The first Wal-Mart Supercenter was recently developed in the Southwest submarket. Historically the Downtown/ Plaza district maintained a relatively low vacancy rate (approximately 5% to 7%).

Overall, employment trends prior to COVID-19 had remained relatively stable for Santa Fe. The only area of concern regarding the area's economy is its dependence on tourism; however, the presence of the state capital and significant government employment is considered a stabilizing factor which should help mitigate any major fluctuations in the tourism industry.

Gross Receipts

The following table presents gross receipts from retail trade for fiscal years through 2022. According to the New Mexico Department of Taxation & Revenue, Santa Fe County taxable gross receipts have continually increased since 2015 with a major increase in 2019 and 2023.

Year	Gross Receipts	% Change
2015	$6,053,019,578	-
2016	$6,349,863,229	4.9%
2017	$6,517,053,030	2.6%
2018	$6,803,733,843	4.4%
2019	$8,181,448,402	20.2%
2020	$8,088,387,924	-1.1%
2021	$9,075,128,996	12.2%
2022	$7,473,217,735	-17.7%
2023	$10,832,903,118	45.0%
2024	$10,339,765,360	-4.6%

SOURCE: http://taxnewmexico.gov

Per Capita Income 1998 – 2023: Santa Fe County, New Mexico, US (Most Recent)

	Santa Fe County		*State of New Mexico*		*United States*	
		% Chng.		*% Chng.*		*% Chng.*
2000	$ 30,900	-	$22,751	-	$30,318	-
2001	$ 32,550	5.3%	$24,790	9.0%	$31,145	2.7%
2002	$ 33,713	3.6%	$25,049	1.0%	$31,462	1.0%
2003	$ 34,110	1.2%	$25,748	2.8%	$32,271	2.6%
2004	$ 36,719	7.6%	$27,263	5.9%	$33,881	5.0%
2005	$ 39,066	6.4%	$28,876	5.9%	$35,424	4.6%
2006	$ 41,485	6.2%	$30,513	5.7%	$37,698	6.4%
2007	$ 44,186	6.5%	$32,093	5.2%	$39,392	4.5%
2008	$ 44,927	1.7%	$33,389	4.0%	$40,166	2.0%
2009	$ 43,245	-3.7%	$32,737	-2.0%	$39,284	-2.2%
2010	$ 43,269	0.1%	$33,547	2.5%	$40,545	3.2%
2011	$ 45,448	5.0%	$35,048	4.5%	$42,727	5.4%
2012	$47,406	4.3%	$35,796	2.1%	$44,582	4.3%
2013	$47,330	-0.2%	$35,204	-1.7%	$44,826	0.5%
2014	$50,903	7.5%	$37,321	6.0%	$47,025	4.9%
2015	$52,257	2.7%	$38,397	2.9%	$48,940	4.1%
2016	$54,324	4.0%	$38,929	1.4%	$49,831	1.8%
2017	$ 55,553	2.3%	$39,811	2.3%	$51,640	3.6%
2018	$ 58,510	5.3%	$41,609	4.5%	$54,446	5.4%
2019	$ 61,879	5.8%	$43,326	4.1%	$56,490	3.8%
2020	$ 65,042	5.1%	$46,338	7.0%	$59,072	4.6%
2021	$ 69,528	6.9%	$50,311	8.6%	$64,413	9.0%
2022	$ 74,751	7.5%	$52,190	3.7%	$64,475	0.1%
2023	-	-	$54,428	4.3%	$68,548	6.3%

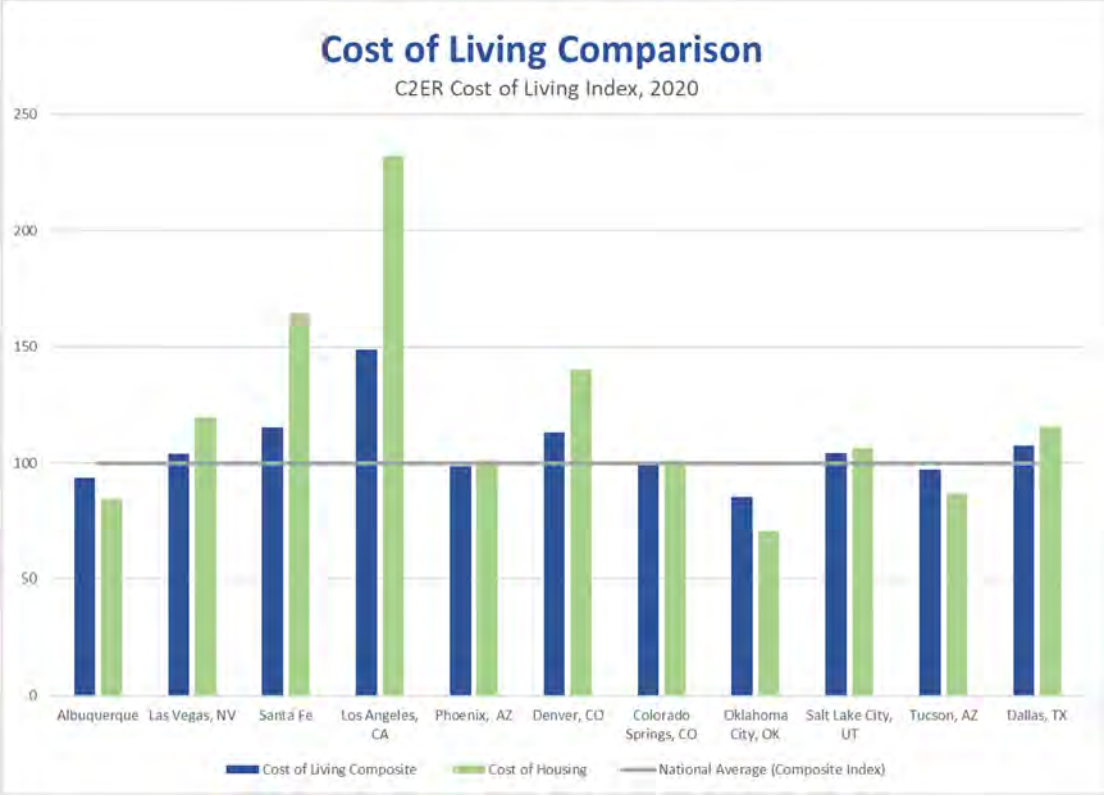
Source: U.S. Department of Commerce, Bureau of Economic Analysis

Latest Employment News – Santa Fe MSA December 2025 (most recent)

Total nonfarm employment in the Santa Fe MSA was up 1,300 jobs, or 2.0 percent. The private sector was up 800 jobs, or 1.6 percent, while the public sector was up 500 jobs, or 3.3 percent. Trade, transportation, and utilities was up 400 jobs, or 3.8 percent, with all gains in retail trade. Leisure and hospitality was up 300 jobs, or 2.6 percent. Private education and health services was up 300 jobs, or 2.6 percent. Mining and construction was up 100 jobs, or 3.3 percent. Information was down 100 jobs, or 11.1 percent. Miscellaneous other services was down 100 jobs, or 3.1 percent. Professional and business services was down 100 jobs, or 1.9 percent. In the public sector, state government was up 500 jobs, or 6.8 percent. Local government was up 100 jobs, or 1.5 percent. Employment in federal government was down 100 jobs, or 10.0 percent.

Cost of Living

The overall cost of living index for Santa Fe falls above the average for the entire nation and other larger Southwestern cities such as Phoenix. The cost of housing index represents a significant portion of the total cost of living index above. Santa Fe's high cost of housing explains why the City of Santa Fe is encouraging affordable housing developments. Furthermore, it should be noted that Santa Fe has higher wages than most cities with similar cost of housing ratings as its minimum wage ($12.95/hour) is the highest in the nation.



Source: Cost of Living Index – Comparative Data for 264 Urban Areas, 2020 Annual Average Data, produced by C2ER, The Council for Community and Economic Research, Copyright January 2020.

Transportation Planning

New Mexico Rail Runner Express officials recently reopened the Rail Runner service.

SANTA FE TRAILS - Provides clean, safe, efficient and friendly bus transportation on 10 Routes throughout the City and part of the County.

SANTA FE RIDE - Provides curb to curb transportation service for persons with disabilities who cannot use our regular bus service as well as seniors 60 and older.

SANTA FE PICK-UP SHUTTLE - Provides Free Shuttles around Downtown and to Museum Hill and Canyon Road. Connections from the Santa Fe Depot Rail Runner Station. This service is currently closed.

Summary- Santa Fe Profile

Santa Fe County is currently experiencing moderate growth in population. It seems that Santa Fe's tourism industry has rebounded strongly from the pandemic, with various publications recognizing the city as a top travel destination with Conde Nast Traveler designating Santa Fe #4 on a list of "Top 10 Small Cities in the US," Travel + Leisure ranked Santa Fe #7 on a list of "The 10 Best Cities in the World for Art Lovers" and Forbes named Santa Fe #3 city on a list of "The 22 Best Places to Travel in 2022. According to Ovation Group" Santa Fe made the Time Magazine list of the "World's Greatest Places 2021." The increased demand for housing has also led to the development of market-rent multi-family apartments within the city. Unemployment rates have decreased considerably, as many workers are tied to the food service and hospitality industries that are currently operating without restrictions. The market for single-tenant properties purchased for owner occupancy continues to be highly competitive, with low inventory and properties selling relatively quickly, albeit at a slower pace compared to 2022. Average home prices in Santa Fe County for the first time reached above $800,000.

Santa Fe Office Market Overview

The following table was obtained from Colliers Q3 2025 Office Market:

Santa Fe — Office

Asking Rent	Total SF	Available SF	Vacancy	Available %	Vacancy %	Absorption	Rent Q3 2025
Class A	278,515	53,905	17,401	19.35%	6.25%	—	$27.10
Class B	1,768,440	110,764	76,967	6.26%	4.35%	(501)	$24.06
Class C	207,718	11,700	1,700	5.63%	0.82%	(1,025)	$21.00
	2,254,673	**176,369**	**96,068**	**7.82%**	**4.26%**	**(1,526)**	**$24.40**

* Office inventory includes all multi-tenant and single tenant buildings at least 10,000 square feet. Available space includes all vacant space and occupied space currently on the market for lease. Government and medical buildings are not included if these tenants own and occupy 100% of the building. Asking rates are Full Service Gross on a per square-foot annual basis. "Change in Availability" is based on the change of availability from beginning of quarter to the end. "Absorption" is based on the change of vacancy from the beginning of the quarter to the end. Rent is calculated by weighted average of full service rental rates. NNN and Modified Gross marketed rates are adjusted to reflect full service rents.

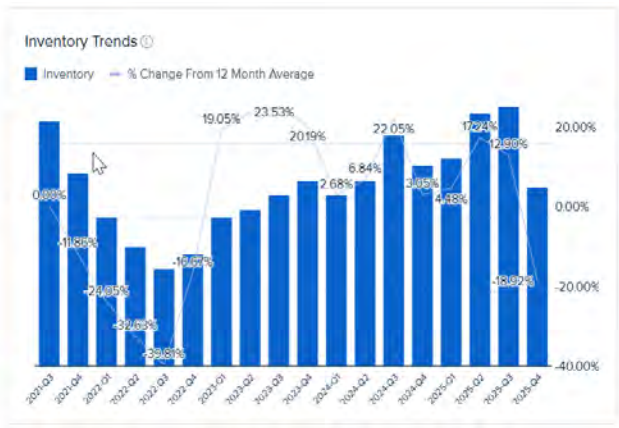
The following information was obtained from CREXI pertaining to the office market in the City of Santa Fe/Santa Fe County, NM:

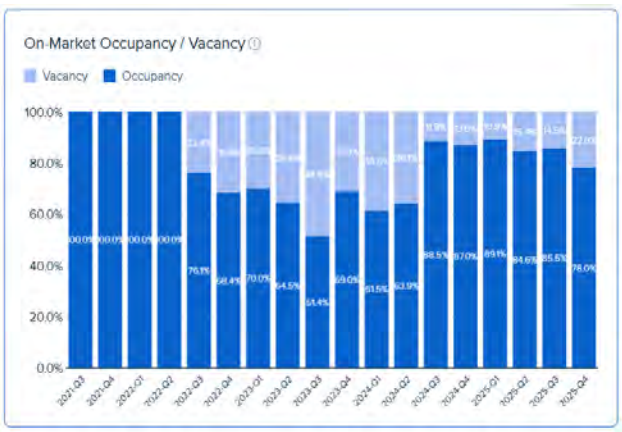
Asking Price per Square Foot

From 2021 through mid-2024, asking prices for office properties trended generally upward despite intermittent fluctuations. Asking rates peaked in late 2024 at slightly above $300 per square foot, reflecting strong owner expectations during a period when inventory remained limited and many sellers were still pricing based on pre-pandemic performance metrics. However, beginning in early 2025, asking prices began to decline sharply, falling from the $270–$300 range to approximately $173 per square foot by late 2025. This represents a substantial correction in seller expectations over a relatively short period. some dips below $100. By Q3 2024, prices saw a sharp increase to around $308.37/SF, suggesting renewed activity or confidence in the office market heading into 2025.

Sale Price per Square Foot

In contrast to the volatility in asking prices, sale prices per square foot demonstrate a steady and consistent downward trend from approximately $265 per square foot in early 2022 to roughly $193 per square foot by late 2025. This gradual decline reflects actual market behavior and investor response to broader economic conditions, including rising interest rates, higher operating costs, longer marketing times, and changing office space demand patterns following shifts toward remote and hybrid work models.





Santa Fe's office market has shifted from a supply-constrained, seller-favored environment in 2021–2022 to a buyer-favored market by 2025. Early in the period, very low inventory and near-zero vacancy supported rising asking prices and strong seller expectations. Beginning in 2023, vacancy rose sharply as tenant demand contracted, while inventory levels increased significantly through 2024 and 2025. This created a disconnect where asking prices remained elevated even as sale prices began to decline. As inventory continued to rise and vacancy remained above equilibrium levels, sellers adjusted expectations, resulting in noticeable downward pressure on both asking and sale prices. The current market is characterized by elevated supply, lingering vacancy, longer marketing times, and increased negotiation, all of which are contributing to continued price correction in the Santa Fe office sector.

Cap Rates

Santa Fe office cap rates show a disconnect between seller expectations and buyer underwriting. Asking cap rates stayed relatively compressed in the 7%–8% range and even declined in 2025, indicating optimistic pricing by sellers. In contrast, sale cap rates softened through 2024 and then began rising again to nearly 8% by late 2025 as buyers demanded higher returns due to increased vacancy, risk, and higher capital costs. This widening gap mirrors the broader pricing correction in the market and reflects ongoing cap rate expansion consistent with a softening office sector.

Summary Santa Fe Office Market

The Santa Fe office market has transitioned from a supply-constrained, seller-influenced environment in 2021–2022 to a market characterized by elevated supply, increased vacancy, and buyer-driven pricing by 2025.

During 2021 and early 2022, inventory levels were well below historical averages and occupancy was near 100 percent. These conditions supported rising asking prices, compressed cap rates, and strong seller expectations. Limited available product and stable tenancy allowed sellers to market properties aggressively, and buyers were willing to accept lower yields in order to secure assets in a tight market.

Beginning in 2023, tenant demand contracted noticeably, resulting in a sharp rise in vacancy while, at the same time, inventory levels increased as more properties were brought to market. During this period, sellers were slow to adjust pricing and cap rate expectations, creating a measurable disconnect between asking metrics and actual sale activity. Sale prices per square foot began to decline and buyers underwrote acquisitions with more conservative income projections and higher required returns.

Through 2024 and into 2025, inventory remained elevated and vacancy, although improving from its peak, remained above historical equilibrium levels. This sustained supply pressure contributed to a market correction in which asking prices declined significantly to more closely align with sale prices. Sale cap rates began to expand as buyers required higher yields to offset increased market risk, longer marketing times, and higher capital costs.

Overall, the data indicates the Santa Fe office market is in a price-adjustment phase. Current market conditions are characterized by elevated inventory, above-equilibrium vacancy, softening prices per square foot, expanding cap rates, and increased negotiation. These trends are consistent with a transition from a seller-favored market to one where buyers have increased leverage and values reflect reduced demand and heightened market risk.

Neighborhood Description

The subject property is accessible by private driveways along the south side of St. Michael's Drive just east of Cerrillos Rd. in Santa Fe, NM. The neighborhood boundaries can be defined as:

1) St. Francis to the east
2) Rodeo Rd. to the south
3) Cerrillos Rd. to the west
4) Alta Vista to the north

Access:

St. Michaels Drive, a primary east-west arterial, is to the immediate north and connects with St. Francis drive and Cerrillos Road. Overall, access to the neighborhood is characterized as good.

Existing Development:

Major land uses or developments affecting the neighborhood:

Christus St. Vincent's Hospital

U.S. Social Security Administration

Santa Fe High School

Nava Elementary School

The subject properties are located at the western boundary of the former Santa Fe University of Art and Design (SFUAD) campus, which permanently closed in May 2018. The campus is comprised of roughly ten parcels together containing approximately 64 acres currently developed with classroom buildings, administrative buildings, student housing, a performing arts theater, and a motion picture soundstage facility with a notable supply of remaining vacant land. Several redevelopment projects are planned, including 1100 apartment units (30% affordable housing) on 7.9 acres. The south end of the campus known as Aspect Media Village is currently being developed into office space, tech makers' spaces, retail, restaurants, and residential housing situated on 23 acres.

There are virtually no available tracts of vacant land outside the SFUAD campus. Surrounding land uses outside of the former campus consist of a mix of older and newer average quality single-family residential developments and manufactured home parks fronting minor collector streets with most commercial/retail developments fronting St. Michael's Drive and Cerrillos Rd. Commercial properties in the area consists of professional office buildings, strip and free-standing retail buildings, car dealerships, grocery stores, quick-service restaurants and gas stations/convenience stores. To the northeast of the subject along St. Michael's Drive is Christus St. Vincent's Hospital. St. Francis Drive and Cerrillos Rd. both highly congested primary arterials which provide immediate access to I-25 to the south are located east and west of the subject property. The majority of commercial developments within the immediate neighborhood are approximately 30 years of age mixed with newer developments. Newer, good quality single-family residential development is located east and south of the subject property along minor collector streets off of Siringo Rd., Rodeo Rd. and Old Pecos Trail. To the immediate northwest at the corner of St. Michael's Dr. and Cerrillos Rd. is College Plaza, an older strip retail center occupied by PetCo, Hobby Lobby, Ace, Dion's, Wecks, etc. To the immediate north, fronting the north side of St. Michael's Dr. is Toyota of Santa Fe. To the immediate west of St. Michael's Village West, an older strip retail building occupied by Harbor Freight Tools, etc. The subject's neighborhood is considered to be within the growth phase of its life cycle given the substantial amount of ongoing

and planned development within the former SFUAD campus. The outlook for the immediate neighborhood is for growth over the next five-to-ten years with eventual stabilization.

SITE DESCRIPTION

Subject Address:	Former Santa Fe University of Art & Design Buildings: Visual Arts Center and Brunn's Barracks Building 1600 St. Michael's Dr. Santa Fe, New Mexico 87505
Access:	General access to the subject property is average and is provided by St. Michael's Dr. and just south of Cerrillos Rd. Immediate access to the campus is provided by Midtown Ave., Midtown Avenida, and Midtown Calle, all private access roads off of St. Michael's Dr.
Site Size:	1.9124 acres or +/- 83,304 SF (Visual Arts Center) 1.4699 acres or +/- 64,029 SF (Brunn's Barracks Building)
Shape:	Nealy rectangular (Brunn's Barracks Building) and irregular in shape (Visual Arts)
Topography:	Generally level and at street grade
Zoning:	According to the City of Santa Fe, the sites are zoned C-2 General Commercial District PUD Midtown Local Innovation Corridor Overlay District. "The C-2 general commercial district includes areas along streets carrying large volumes of traffic where commercial uses are appropriate. Regulations are designed to guide future additions or changes so as to discourage extension of existing and formation of future strip commercial development , to preserve the carrying capacity of the streets and to provide for off-street parking and loading. Additional allowable uses under current zoning include group residential facilities, manufactured homes, single-family residences, police substations, small day care facilities, public parks and college, universities, community centers, institutions, grocery stores and museums with special use permits." The subject improvements are a legal conforming use.
Drainage:	On-site runoff appears to flow away from the improvements.
Flood Zone:	Zone X - 2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (FEMA Map # 35049C0411E effective December 4, 2012).
Soils:	We were not provided with a soils analysis for the subject property; however, we noted no signs of structural shifting caused by soil conditions associated with the subject or surrounding development.
Utilities:	Electric – PNM Gas – New Mexico Gas Company Water, Sewer and Refuse – City of Santa Fe

Local Telephone – CenturyLink, Comcast
Cable /Data – Comcast, CenturyLink, DishNetwork, Direct TV

Easements: There are no easements or encroachments noted/observed that adversely impact the site's utility for existing development or potential redevelopment.

Encumbrances: The subject property is being appraised as though free of all liens and financial encumbrances.

Landscaping: Mature, average quality

Site Improvements: Concrete walkways, asphalt-paved and dirt parking spaces, concrete sidewalks and average quality mature landscaping.

Property Taxes:

PROPERTY TAX SUMMARY

Parcel No 1-052-097-094-180-0000000			
Account #99312972			
2025	Land	Improvements	Total
Assessed Value	-	-	-

Parcel No 1-052-097-080-157-000000			
Account #99312969			
2025	Land	Improvements	Total
Assessed Value	-	-	-

The subject property is owned by the City of Santa Fe and is not assessed and its EXEMPT from property taxes

BUILDING DESCRIPTION – VISUAL ARTS

The subject building is a two-story steel frame construction with stucco exterior walls containing approximately 34,948 SF. The space is demised into a reception area, a break room, several offices, a conference room, a library, several classrooms and lecture halls. The subject was built circa 1998 (per Santa Fe County Assessor records) and exhibits an overall effective age of 20 years with a remaining economic life of 40 years based on a total economic life of 60 years. The subject building is described as follows:

Foundation: Reinforced 4” concrete slab

Exterior Walls: Frame and stucco

Roofing System: Flat, built-up tar and gravel (ballast)

Windows & Doors: Windows are double-pane glass set in metal frames. Doors are solid-core and wood set in wood frames.

Ceilings:	Painted gypsum board and suspended acoustic tile with recessed fluorescent and incandescent and track lighting.
Interior Walls:	Painted and textured gypsum board over standard stud framing.
Flooring:	Stained concrete and carpeting.
HVAC System:	Roof-mounted HVAC package/combination units.

BRUNN'S BARRACKS BUILDING

The subject property contains approximately 17,500 SF of classroom/art studio space in poor condition. The subject was built in 1945 and has reached the end of its economic life. We estimate the cost to raze the existing building improvements at $10/SF or $175,000.

Highest and Best Use

As Though Vacant

The subject fronts the south side of Midtown Avenida just west of St. Michael's Dr. and east of Cerrillos Rd. within the former Santa Fe University of Art & Design campus in Santa Fe, NM. Just about any type of development typically found on sites of this size is **physically possible** as the site is mostly level, at street grade, and contains approximately 1.9124 acres or +/- 83,304 SF. The site is zoned C-2 PUD Midtown Local Innovation Corridor Overlay District which **legally permits** for commercial and mixed uses. Legally permissible uses are therefore numerous. The most prevalent use in the immediate area are commercial/retail fronting St. Michael's Dr. and light commercial and single- and multi-family residential uses fronting minor collector streets. The principle of conformity holds that a property's value is maximized by reasonably conforming to surrounding development. Considering the predominant land use in the immediate area and the fact that the subject is located along a minor collector street lacking visibility and exposure from a primary arterial (typically required for retail uses), but in close proximity to Christus St. Vincent's hospital, office or residential uses are attractive as they are not reliant on visibility and exposure from heavily trafficked arterials in order to maintain financial viability. Finally, the increased difficulty in obtaining financing, particularly for speculative construction, is yet another hindrance to speculative development. Therefore, built-to-suit or owner-occupied mixed commercial/residential development appears to be **financially feasible** at this time. The **maximally productive** use of the site is for office use. We believe the highest and best use of the subject site is for **owner occupied or built-to-suit mixed commercial/residential use.**

As Is – Visual Arts

The existing improvements contribute significant value over and above the value of the site as though vacant. The subject improvements have a fairly basic floor plan and which are functionally suited for professional office use. Furthermore, the subject is located within the former SFUAD campus, an area which is characterized by similar institutional/office development making the existing improvements consistent and compatible with surrounding land uses. Finally, the cost to convert the subject to an alternate use is not financially feasible at this time. We believe the highest and best use of the subject is for professional office use.

As Is – Brunn's Barracks Building

The existing improvements have reached the end of their economic life and contribute no value over and above the value of the site as though vacant. The improvements should be demolished and converted to an alternate use which is the only financially feasible use at this time. We believe the highest and best use of the subject is to raze the existing improvements and redevelop for mixed commercial/residential use.

SALES COMPARISON APPROACH – VISUAL ARTS CENTER

The sales comparison approach is based on six sales of professional office buildings within the subject's market area. In this analysis, price per-square-foot of gross building area has been used as the unit of comparison. The comparable sales and adjustments applied are summarized as follows:

Improved Sales Summary and Adjustment Grid

Item	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
Property Description	Professional Office	Pseudo Med	Professional Office	Professional Office	Professional	Mixed Use Office	Medical
Property Address	1600 St. Michael's Dr., Santa Fe, NM	1645 Galisteo, Santa Fe, NM	4343 Pan American Fwy, Albuquerque, NM	4401 Mastheard, Albuquerque, NM	7425 Jefferson, Albuquerque, NM	800 Trinity Dr., Los Alamos, NM	421 St. Michael's Dr., Santa Fe, NM
Sale Price	-	$2,025,000	$4,525,000	$14,000,000	$10,000,000	$2,272,000	$1,315,000
Date	-	Jan-25	Oct-24	Jun-23	May-23	Sep-22	Apr-22
Year Built	1998	1990/ 2024	2008	2004	2011	1980	2001
Effective Age	20 years	10 years	15 years	15 years	10 years	30 years	20 years
Type of Transaction	-	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller
Land Area (Acres)*	1.9124	0.5010	1.6730	4.2660	2.7700	Condo	1.0002
Land Area (Acres)*	83,304	21,824	72,876	185,827	120,661	Condo	43,570
FAR	0.42	0.29	0.34	0.36	0.36	Condo	0.11
Gross Building Area (SF)	34,948	6,431	25,134	66,550	43,035	10,967	4,609
Construction Type	Frame/Stucco	Frame/Stucco	Frame/Stucco	Frame/Stucco	Frame/Stucco	Frame/Stucco	Frame/Stucco
OAR	-	7.00%	7.38%	8.83%	-	7.50%	-
Price per Square foot*	**-**	**$314.88**	**$180.04**	**$210.37**	**$232.37**	**$207.17**	**$285.31**
Property Rights Conveyed:	-	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Sale Price/GBA	**-**	**$314.88**	**$180.04**	**$210.37**	**$232.37**	**$207.17**	**$285.31**
Financing Terms:	-	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Sale Price/GBA	**-**	**$314.88**	**$180.04**	**$210.37**	**$232.37**	**$207.17**	**$285.31**
Conditions of Sale	-	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Sale Price/GBA	**-**	**$314.88**	**$180.04**	**$210.37**	**$232.37**	**$207.17**	**$285.31**
Expenditures After sale	-	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Sale Price/GBA	**-**	**$314.88**	**$180.04**	**$210.37**	**$232.37**	**$207.17**	**$285.31**
Market Conditions Adj.	-	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Sale Price/GBA	**-**	**$314.88**	**$180.04**	**$210.37**	**$232.37**	**$207.17**	**$285.31**
Adjustments	-	***Sale 1***	***Sale 2***	***Sale 3***	***Sale 4***	***Sale 5***	***Sale 6***
Locational Characteristics	-	-5.0%	-5.0%	0.0%	0.0%	0.0%	-5.0%
Physical Characteristics							
Age/Condition:	-	-20.0%	-10.0%	-10.0%	-20.0%	10.0%	0.0%
FAR:	-	0.0%	0.0%	0.0%	0.0%	0.0%	-10.0%
Size:		-15.0%	-5.0%	10.0%	5.0%	-15.0%	-20.0%
Construction Quality:	-	0.0%	0.0%	-10.0%	-10.0%	0.0%	0.0%
Total Adjustment (%)	**-**	**-40.0%**	**-20.0%**	**-10.0%**	**-25.0%**	**-5.0%**	**-35.0%**
Adjusted Value per SF	**-**	**$188.93**	**$144.03**	**$189.33**	**$174.28**	**$196.81**	**$185.45**
Median	**$187.19**						
Average	**$179.80**						

Adjustment Categories

Property Rights Conveyed

We are appraising the fee simple interest in the subject. All of the comparables conveyed fee simple estate or were stabilized at the time of sale; therefore, no adjustments for property rights were deemed necessary.

Financing Terms:

Sales are evaluated in an attempt to estimate the influence of financing on the purchase price. There were no known unusual financing influences on the sale prices; therefore, no adjustments are necessary.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. Circumstances surrounding a sale may influence the price in such a manner that the buyer and seller act under conditions that cause the price to be other than typical market conditions. Special conditions of sale may include a favorable price given to a relative or business partner buying the

property or a quick sale below market prices to generate cash for a seller under duress. All of the sales were reported to be arm's-length transactions with no distress conditions evident.

Market Conditions

Market conditions can change between the date of sale and the effective date of appraisal. Property values can fluctuate in response to changing market conditions resulting from factors such as inflation, deflation, or supply and demand. All comparables are recent sales generally representative of current market conditions and were not adjusted.

Locational Characteristics

Adjustments for location include such factors as economic potential of the general area and neighborhood in which the sales are located, accessibility to roads, and supporting population. Sales 1 and 6 front primary arterials or have superior access and visibility compared to the subject; therefore, downward adjustments were made. Sale 2 has been adjusted upward despite its superior exposure as land values in Albuquerque are generally lower than those in Santa Fe. Sales 3, 4 and 5 have similar locations compared to the subject as they front minor collector streets or secondary arterials with average visibility and access; therefore, no adjustments were made.

Physical Characteristics

Age/Condition

Each sale is adjusted by 2.0% for every year difference in effective age. The estimated effective age of the subject is 20 years.

Amenities/FAR

Adjustments for amenities include such things as secured parking, parking lot size, and landscaping. The subject property has a floor-to-area ratio (FAR) of 0.42. Sales 1 through 5 have similar FARs compared to the subject and were not adjusted. Sale 6 has a lower FAR and was adjusted downward.

Size

Typically, larger buildings sell for less per square foot or unit than do smaller ones. Larger buildings are less expensive to build because economies of scale are more easily reached. Smaller buildings benefit from a much larger pool of potential purchasers creating a greater demand and driving prices upward. Combined, these factors most often result in higher prices for smaller buildings with all other factors being equal. Sales 3 and 4 were adjusted upward for their larger sizes. Sales 1, 2, 5 and 6 were adjusted downward for their smaller sizes.

Construction Quality

The subject is an average/good quality institutional building functionally suited for institutional or professional office use. All comparables are average/good quality office buildings generally are similar to the subject; therefore, no adjustments were made.

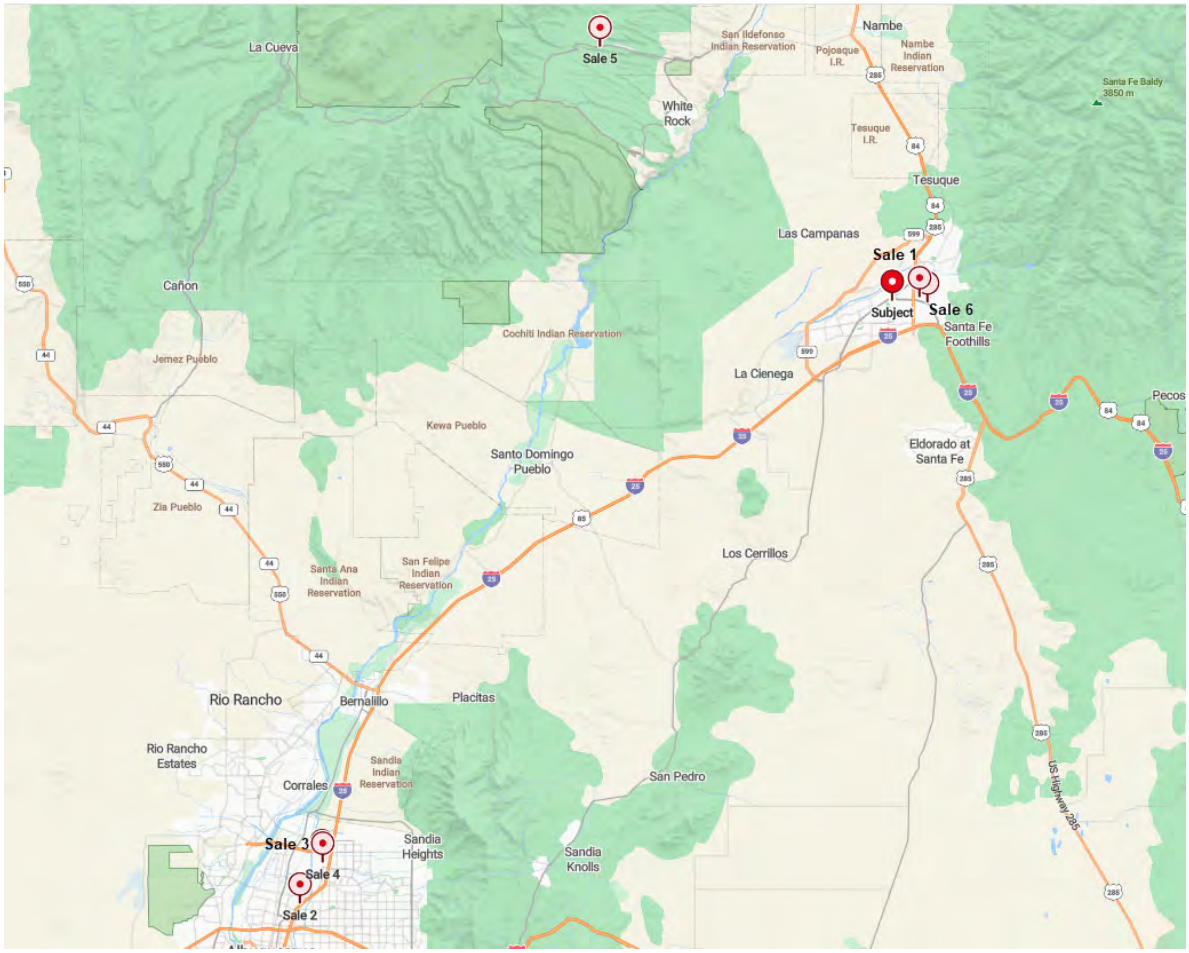
CONCLUSION: Market Value – As Is

The adjusted sale prices range from $144.03/SF to $196.81/SF with a median adjusted sale price of $187.19/SF and a mean adjusted sale price of $179.80/SF. We place primary emphasis on the average of the comparable set as no individual sale is more indicative than another of the subject's potential market value. We accept an indication of market value of $180/SF for the subject property.

Subject property -	34,948	SF	x	$180.00	/SF =	$6,290,640

Market Value Indication "As Is" (Rounded) **$6,290,000**

COMPARABLE SALES MAP



INCOME APPROACH – VISUAL ARTS

The Income Approach can be viewed as consisting of four major steps: estimating revenue, stabilized vacancy, operating expenses and capitalization. The market rent estimate is based on an investigation of similar professional office leases in the subject's immediate market area. Expenses are based on an absolute net lease structure with the tenant paying for all expenses or the reimbursement of all expenses and the landlord being responsible for and reserves for replacement.

Market Rent

We have researched and confirmed arm's length leases of average-to-good quality professional/medical office suites/buildings in the subject's market area. We will assume a triple net lease structure for the subject property for the purposes of analysis, with the landlord only responsible for management and reserves for replacement. The following table summarizes the comparable leases and adjustments applied:

Comparable Rent Summary Table and Adjustment Grid

	Subject	**Rent 1**	**Rent 2**	**Rent 3**	**Rent 4**	**Rent 5**	**Rent 6**
Property Type	Office	Office/Medical	Office	Office	Office	Office	Office
Address	1600 St. Michael's Dr., Santa Fe, NM	1692 Hospital Dr., Building B, Santa Fe, NM	2904 Rodeo Park Dr. East Unit 100, Santa Fe, NM	435 St. Michael's Dr., Santa Fe, NM	2025 Pacheco, Santa Fe, NM	202 East Marcy St., Santa Fe, NM	1645 Galisteo Rd., Santa Fe, NM
Lease Start	-	2020-2021	Aug-22	2020-2025	2022	2020	2021
Leased Space (SF)	34,948	5,700	9,769	1,363-5,784	40,000	29,500	6,500
Year Built	1998	2000-2007	2001	2000	1980 est.	1989	2001/ 2024
Term	-	5 years	5 years	5-20 years	10 year	10 year	5 years
Type	-	MG	NNN	NNN	Full Service	Full Service	NNN
Parking	Adequate	Adequate	Adequate	Adequate	Adequate	Adequate	Adequate
Base Lease Rate per SF	**-**	**$20.73**	**$15.13**	**$22.18**	**$32.00**	**$24.16**	**$21.78**
Escalations	-	greater of 3% or CPI	1.5% annually	Varies by lease 2% to 3%	3% per year	CPI	2% annually
Current Lease Rate	**-**	**$20.73**	**$15.81**	**$22.18**	**$32.00**	**$22.42**	**$22.21**
Conditions of Lease Adj.	-	0%	0%	0%	0%	0%	0%
Adjusted Rent per SF/YR	-	$20.73	$15.81	$22.18	$32.00	$22.42	$22.21
Market Conditions Adj.	-	0%	0%	0%	0%	0%	0%
Adjusted Rent per SF/YR	-	$20.73	$15.81	$22.18	$32.00	$22.42	$22.21
Lease Type Adj.	-	($2.00)	$0.00	$0.00	($8.00)	($8.00)	$0.00
Adjusted Rent per SF/YR	**-**	**$18.73**	**$15.81**	**$22.18**	**$24.00**	**$14.42**	**$22.21**
Location Adj.		0.0%	0.0%	-5.0%	-10.0%	-10.0%	-5.0%
Size Adj.		-15.0%	-10.0%	-15.0%	0.0%	0.0%	-15.0%
Age/Condition		-10.0%	-10.0%	-10.0%	-15.0%	0.0%	-10.0%
Amenities/FAR		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Construction Quality		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Net Adjustment		**-25.00%**	**-20.00%**	**-30.00%**	**-25.00%**	**-10.00%**	**-30.00%**
Indicated Rental Rate		**$14.05**	**$12.65**	**$15.53**	**$18.00**	**$12.98**	**$15.55**
Median Adjusted Rent Rate	**$14.79**						
Average Adjusted Rent Rate	**$14.79**						

Discussion of Transactional Adjustments

Conditions of Lease:

All of the comparable leases were arm's-length agreements executed under normal conditions; therefore, no adjustments have been made.

Market Conditions:

The execution/start dates of the comparable rents range from 2020 to 2025 with current (escalated) rental rates reported.. All the leases are representative of current market conditions and were not adjusted.

Lease Type:

Rent 1 is a modified gross lease agreements under which ownership is responsible for property taxes and insurance in addition to management and reserves. We will therefore apply a downward adjustments of $2/SF for property taxes and insurance, which is fairly typical of the market. Rents 4 and 5 are structured under full service leases in which the landlord is responsible for all expenses. A downward of $8/SF was made to Rents 4 and 5 to account for all expenses under a full service lease.

All of the remaining rents are triple net (NNN) agreements under which the tenants are responsible for all operating expenses and required no adjustment.

Discussion of Property Adjustments

Location:

Rents 1 and 2, like the subject, front minor collector streets within small business parks and are similar to the subject with regard to location. Rents 3, 4, 5 and 6 front primary arterials and have good visibility and access compared to the subject; therefore, downward adjustments were made.

Size:

Typically, small discounts are given to tenants willing to occupy a substantial portion of available space resulting from economies of scale. Rents 4 and 5 are similar to the subject with regard to size and did not require adjustment. Downward adjustments were applied to Rents 1, 2, 3 and 6 for being smaller than the subject.

Age/Condition:

All of the comparable rents other than Rent 5 exhibit lower effective ages compared to the subject and were adjusted downward. Rent 5 has a similar effective age compared to the subject and was not adjusted. We have applied downward adjustments equal to 2% for every year difference in effective age to account for accrued physical depreciation.

Amenities/FAR

All comparables are similar to the subject with regard to amenities/FAR and were not adjusted.

Construction Quality

All comparables are of similar construction quality compared to the subject and were not adjusted.

CONCLUSION –MARKET RENT:

The comparable set of adjusted rental rates range from $12.65/SF to $18/SF with a median adjusted rent rate of $14.79/SF and an average adjusted NNN rent rate of $14.79/SF. No one lease is more representative of the subject's potential market lease rate than another. We **therefore accept a market rent for the subject between the median and average adjusted lease rate of the comparable set, or $14.75/SF.**

Potential Gross Income

An analysis of potential gross income indicates the total potential income attributable to the real property at full occupancy before vacancy and operating expenses are deducted. Based on a market triple net lease rate of **$14.75/SF, potential gross income for the subject is $515,335**.

Vacancy:

Tenant turnover, nonpayment of rent, and vacancies normally occur in the daily operation of income producing real estate. A vacancy and collection loss allowance is a provision for these typical occurrences and is deducted from potential gross income. This allowance is normal and reflects the primary interest of investors in the actual cash flows produced by a property. It is usually expressed as a percentage of potential gross income. In special circumstances where a very credit-worthy, stable tenant, under a long-term lease is occupying a property; this allowance may not be a consideration. Office vacancy was reported at 4.26% for Q3 2025 in Santa Fe. We made a visual inspection of the subject neighborhood and noticed relatively few vacancies. We therefore estimate a stabilized vacancy rate for the subject property at 5%**.**

Expenses:

Under a triple net lease agreement, the tenant is responsible for all expenses including property taxes, insurance and CAM reimbursements and the landlord is responsible for management, and structural repairs and maintenance.

Management: The responsibilities of professional management include all fiscal affairs and physical maintenance of the property. Based on expense comparables retained in our files, management fees for mixed-use buildings are typically 3% to 6% of effective gross income. We therefore estimate management expenses at 6% of effective gross income as the subject property is a likely multi-tenant building requiring substantial management.

Property Taxes: The subject property is exempt from property taxes.

Insurance: Insurance premiums range from $0.45 to $1 per square foot based on comparable expenses. We therefore estimate insurance expenses at $0.85/SF.

CAM: We estimate CAM expenses for the subject property at $5 per square foot of gross building area. CAM for the subject building typically include building maintenance, repairs, landscaping, administrative and utilities (not separately metered). We therefore estimate CAM at $5 per square foot.

Reserves for Replacements: Reserves for replacements are the estimated costs of replacing short-lived components of the improvements. Professional office buildings have shown that capital expenses used for replacement items typically range from 1% to 3% of effective gross income; however, this expense has been loaded into the comparable cap rates (typical of the market) and will not be considered in the proforma.

The subject's net operating income is estimated as follows:

Proforma

	ProForma		
Income			
Rent	$515,335		
Property Taxes	$0		
Insurance	$29,706		
CAM Reimbursements	$174,740		
Potential Gross Income	**$719,781**		
Vacancy and Collection Loss	$ (35,989)		*5.0%*
Effective Gross Income	**$683,792**		
		Per GSF	**% of EGI**
Management	$41,028	$1.17	6.00%
Property Taxes	$0	$0.00	0.00%
Insurance	$29,706	$0.85	4.34%
CAM	$174,740	$5.00	25.55%
Reserves for Replacement	$0	$0.00	0.00%
Total Expenses	**$245,473**	**$7.02**	**35.90%**
Net Operating Income	**$438,318**		

Estimation of Overall Capitalization Rate

We have included overall capitalization rates for local professional offices in order to determine an appropriate capitalization rate for the subject property. The comparable overall capitalization rates are presented as follows:

	Location	Sale Date	Overall Rate
1	1645 Galisteo, Santa Fe, NM	Jan-25	7.00%
2	228 St. Francis Dr., Santa Fe, NM	Apr-24	6.35%
3	700 Lomas, Albuquerque, NM	Jan-23	6.20%
4	444 St. Michael's Dr., Santa Fe, NM	Oct-22	5.30%
5	11 Calle Medico, Santa Fe, NM	Oct-22	8.20%
6	3800 Wyoming Blvd., Albuquerque, NM	Feb-22	6.92%
7	Confidential, Albuquerque, NM	Nov-21	6.50%
8	Confidential, Santa Fe, NM	Aug-21	8.72%
9	9511 Paseo del Norte, Albuquerque, NM	Jul-21	7.80%
10	4381 E. Lohman, Las Cruces, NM	Jul-21	6.55%
11	4525 Rowe Ave., Farmington, NM	Apr-21	5.65%
12	807 Camino del Monte Rey, Santa Fe, NM	Feb-21	6.99%
13	Confidential, Santa Fe, NM	Aug-20	7.70%
14	Confidential, Santa Fe, NM	Mar-20	6.82%
15	3600 Cerrillos Rd., Santa Fe, NM	Aug-19	7.55%
		Average	**6.95%**

Overall rates for the comparable set range from 5.30% to 7.80% and average 6.95%. Overall rates are typically lower for newer or remodeled properties because of the minimal maintenance and refurbishment expenditures associated with such properties. Additionally, the lower end of the range reflects newer or completely remodeled space in high demand locations occupied by regional or national credit tenants having longer remaining lease terms. The higher end of the

range is representative of older structures with inferior locations occupied by average credit tenants having shorter remaining lease terms.

Given this information and considering the physical and locational characteristics of the subject property and the quality and age of the improvements, an overall capitalization rate of 7.0% is deemed reasonable.

CONCLUSION – Income Approach

Net Operating Income	$438,318
Overall Rate	7.00%
Indicated Fee Simple Market Value "As Is"	$6,261,686
Rounded	**$6,260,000**

MARKET RENT ANALYSIS – VISUAL ARTS BUILDING

Previous analysis concluded a market triple net lease rate of $14.75/SF for the subject property. Base year rent is therefore estimated at $14.75/SF or $515,483.

Other Considerations

In a NNN lease structure the landlord is responsible for management and reserves for replacement. Real estate related expenses for similar buildings like the subject typically range from $1.50/SF - $2.50/SF. The typical lease term for a property of the subject's size is five to ten years. Annual rate increases, if any, are sometimes tied to the All Urban Consumer Price Index (CPI); which has historically been around 2% to 3% per year. Participants in the leasing market indicate potential tenants are reluctant to enter into lease agreements tied to annual CPI increases given the anticipation of a higher CPI due to recent inflation figures. Landlords do provide flat lease rates if the initial rate is slightly higher. However, the market typically sets the annual rate increases.

Following is our estimate of market rent over the next five-year time frame with annual escalations of 3.0% (average 5-year CPI forecast by FRED).

CONCLUSIONS –MARKET RENT (BASE YEAR)

Based on the data and analysis presented, our opinion of base-year market rent for the subject property assuming a triple net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT AS OF MARCH 16, 2026

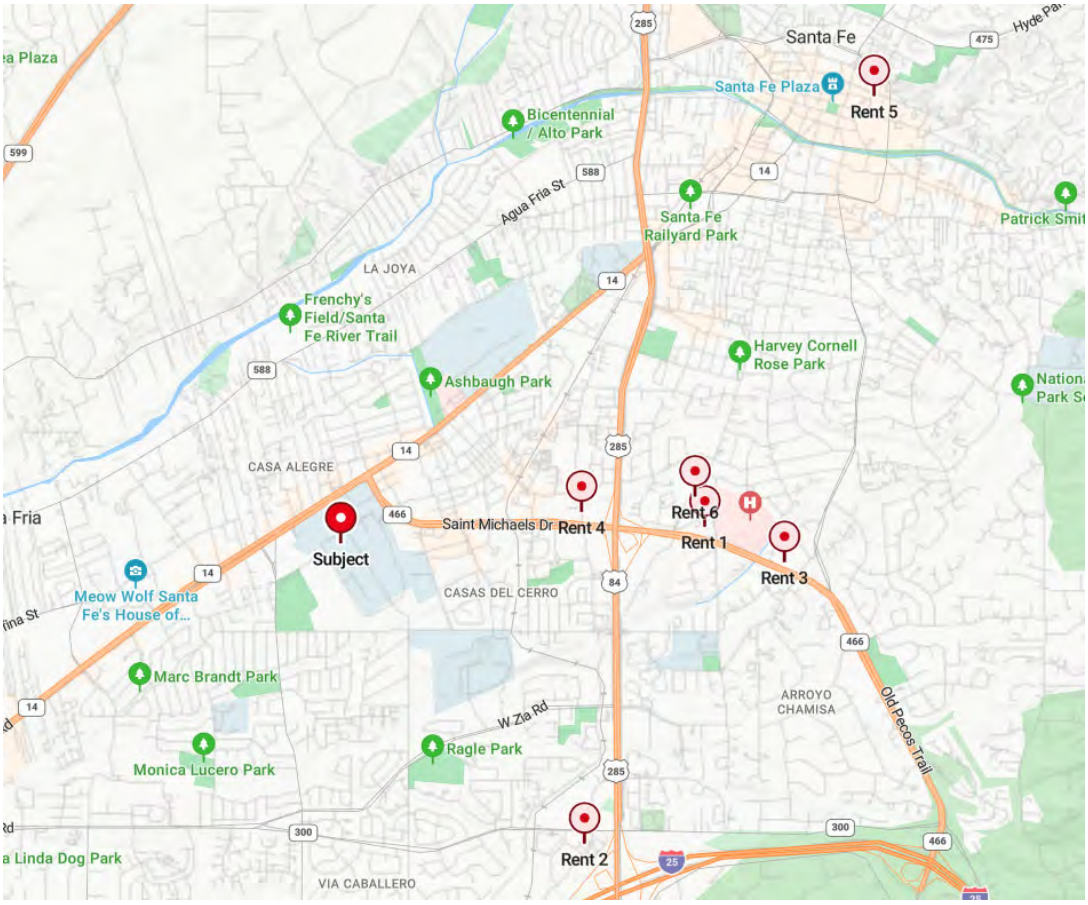
$14.75 per Square Foot or $515,335 per Year (NNN)

Our opinion of average market rent over the entire term of a 5-year triple net lease agreement beginning March 16, 2026 is as follows:

Year	Rent	Escalations	Annual Rent
Year 1	$14.75	-	$515,483
Year 2	$15.19	3%	$530,947
Year 3	$15.65	3%	$546,876
Year 4	$16.12	3%	$563,282
Year 5	$16.60	3%	$580,181
Year 6	$17.10	3%	$597,586
Average	**$15.90**		**$555,726**

AVERAGE MARKET RENT OVER FIVE-YEAR TERM AS OF MARCH 16, 2026
$15.90 per Square Foot or $555,726 per Year (NNN)

COMPARABLE RENTS MAP



COMPARABLE RENTS PHOTOGRAPHS

Rent 1.

Rent 2.

Rent 3.

Rent 4.

Rent 5.

Rent 6.

SALES COMPARISON APPROACH – BRUNN'S BARRACKS BUILDING

The subject improvements have reached the end of their economic lives and would likely be scraped by a potential investor/developer. Our opinion of land value is based on the sales comparison method, using sales of vacant tracts with physical characteristics and development potential generally similar to the subject site. The following chart summarizes the comparable land sales utilized to value the subject property:

Item	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6	Sale 7
Property Identification	1600 St. Michael's Dr., Santa Fe, NM	2904 Rufina St., Santa Fe, NM	1151-1153 Parkway, Santa Fe, NM	2863 Cook Rd., Santa Fe, NM	2820 Industrial, Santa Fe, NM	2885 Industrial, Santa Fe, NM	4410 Rodeo, Santa Fe, NM	2750 Boylan Circle, Santa Fe, NM
Sale/Asking Price	-	$2,100,000	$525,000	$250,000	$1,678,624	$245,000	$1,950,000	$1,200,000
Date	-	Feb-25	Oct-24	Apr-24	Sep-22	Jan-22	Nov-21	Jan-21
Type of Transaction	−	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller
Zoning	C-2	C-2, I-2, I-1	I-1	I-2	I-2	I-2	C-2	C-2
Average Land Area (Acres)	1.47	4.06	0.71	0.36	3.09	0.36	2.96	2.72
Average Land Area (SF)	64,029	177,006	30,884	15,638	134,600	15,725	128,938	118,320
Utilities	All Available	All Available	All Available	All Available	All Available	All Available	All Available	All Available
Unit Price per Square Foot	**-**	**$11.86**	**$17.00**	**$15.99**	**$12.47**	**$15.58**	**$15.12**	**$10.14**
Property Rights Conveyed Adj.	−	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Adjusted Sale Price/SF	−	**$11.86**	**$17.00**	**$15.99**	**$12.47**	**$15.58**	**$15.12**	**$10.14**
Financing Terms Adj.	−	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Adjusted Sale Price/SF	−	**$11.86**	**$17.00**	**$15.99**	**$12.47**	**$15.58**	**$15.12**	**$10.14**
Conditions of Sale Adj.	−	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Adjusted Sale Price/SF	−	**$11.86**	**$17.00**	**$15.99**	**$12.47**	**$15.58**	**$15.12**	**$10.14**
Expenditures After Sale	−	0.00%	0.00%	0.00%	5.00%	0.00%	0.00%	0.00%
Adjusted Sale Price/SF	−	**$11.86**	**$17.00**	**$15.99**	**$13.09**	**$15.58**	**$15.12**	**$10.14**
Market Conditions Adj.	−	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	45.00%
Adjusted Sale Price/SF	−	**$11.86**	**$17.00**	**$15.99**	**$13.09**	**$15.58**	**$15.12**	**$14.71**
Adjustment Categories:								
Locational Characteristics	−	0.00%	0.00%	0.00%	0.00%	0.00%	-10.00%	-5.00%
Physical Characteristics								
Topography/Config:	−	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Zoning:	−	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Size:	−	10.00%	-5.00%	-10.00%	7.50%	-10.00%	7.50%	7.50%
Net Adjustment (%)		**10.00%**	**-5.00%**	**-10.00%**	**7.50%**	**-10.00%**	**-2.50%**	**2.50%**
Adjusted Sale Price/SF		**$13.05**	**$16.15**	**$14.39**	**$14.08**	**$14.02**	**$14.75**	**$15.07**
Median	**$14.39**							
Mean	**$14.50**							

Adjustment Categories

Property Rights Conveyed:

All of the comparable sales conveyed fee simple interest. Since we are appraising the fee simple interest in the subject, no adjustments have been made.

Financing:

There were no reported factors related to financing that had an effect on property value.

Conditions of Sale:

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. Circumstances surrounding a sale may influence the price in such a manner that the buyer and seller act under conditions that cause the price to be other than typical market conditions. Special conditions of sale may include a favorable price given to a relative or business partner buying the property or a quick sale below market prices to generate cash for a seller under duress. All of the comparable sales were reported to be arm's-length transactions; therefore, no adjustments were made.

Expenditures Subsequent to Purchase:

The listing agent for Sale 4 had listed the property as land with no value given to the improvements. Sale 4 had approximately 8,000 SF of building improvements which reportedly had reached the end of their economic life; therefore, a downward adjustment of 5% was made to account for demolition costs. None of the remaining confirming transaction participants reported expenditures subsequent to purchase; therefore, no adjustments have been made.

Market Conditions:

Sale dates range from January 2021 to February 2025. Sales 1 through 6 are recent sales and do not require adjustments. Sale 7 was negotiated as a real estate contract prior to the onset of the pandemic under inferior market conditions; therefore, a considerable upward adjustment was made based on paired comparisons.

Locational Characteristics:

The subject has average access and visibility. Sales 1, 2, 3, 4 and 5 are located within the Village of Agua Fria or front minor collector streets and are similar to the subject; therefore, no adjustments were made. Sales 6 and 7 front secondary arterials and have good visibility and access; therefore, downward adjustments were made.

Physical Characteristics

Configuration/Topography:

All comparables have similar topographies/configurations compared to the subject and were not adjusted.

Zoning:

The zoning and highest and best use of the sale comparables were the primary criteria in selection for analysis. The zone designations of the sale comparables are equivalent or generally similar to the zone designation of the subject; therefore, no adjustments were necessary.

Size:

Typically, larger parcels of land sell for less per square foot or unit than do smaller ones. All things being equal, smaller parcels benefit from a much larger pool of potential purchasers creating a greater demand and driving prices upward. Sales 2, 3, and 5 are smaller than the subject and were adjusted downward accordingly. Sales 1, 4, 6 and 7 are larger than the subject and were adjusted upward.

CONCLUSION: Land Value "As Is"

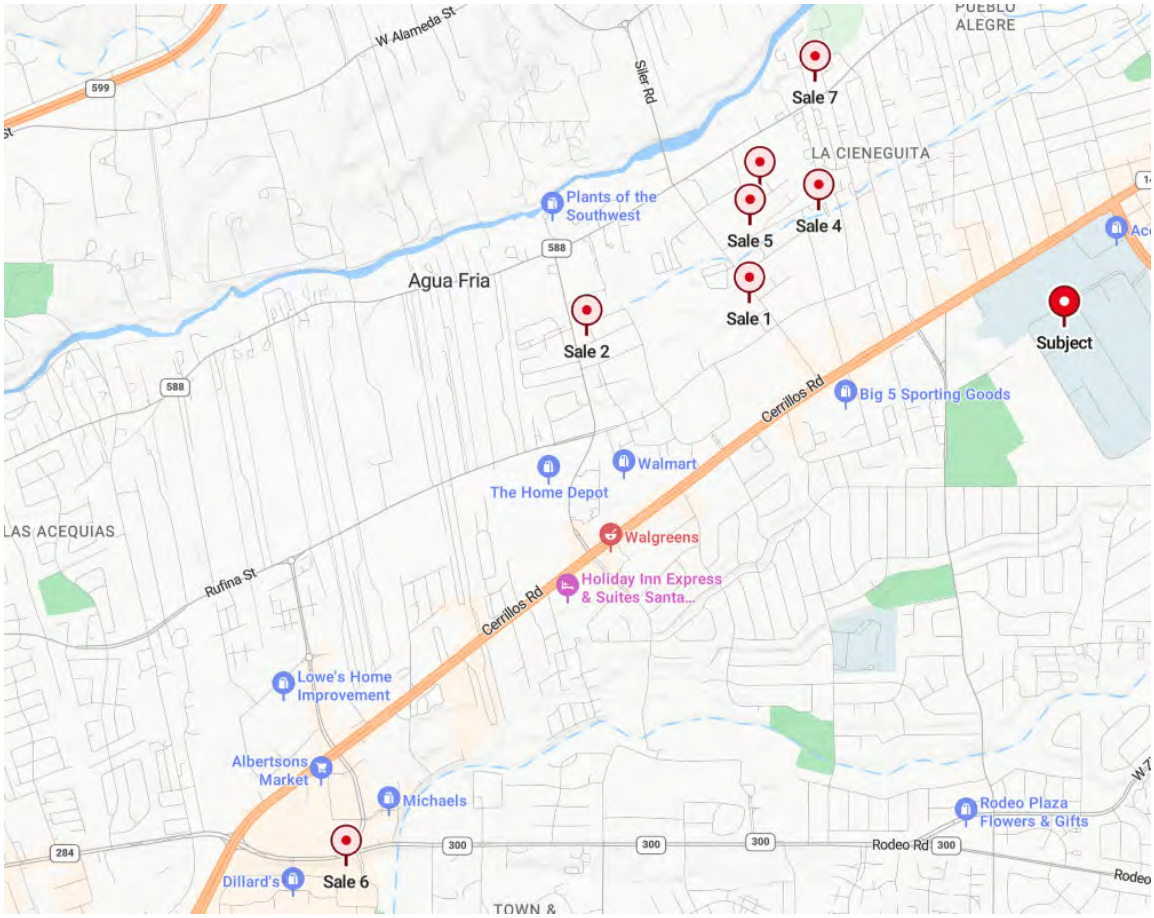
The adjusted sale prices of the comparable set range from $13.05/SF to $16.15/SF with a mean adjusted sale price of $14.39/SF and a median adjusted sale price of $14.50/SF. We accept an indication of market value near the median and the average of the comparable set as no individual sale is more indicative than another of the subject's potential market value.

We have also taken into consideration the sale of a +/- 2.5 acre parcel of C-2 land fronting Cerrillos Rd. to be developed into a self-storage facility. This property reportedly sold for $25/SF; however, the location is far superior compared to the subject. We also considered a 6.32 acre tract of land which is a pending sale of MU-zoned and entitled land (allowing for 70 apartments and 16 TH units) which is currently under contract for close to the purchase price of $2,300,000 or $8.35/SF. This property is far inferior with regards to location and zoning. Both projects, like the subject, are infill developments and we believe provide further support to the indication of market value concluded herein. From the indication of market value we will deduct the cost to demolish the subject improvements which have reached the end of their economic life estimated at $175,000.

Therefore, our opinion of market value "as though vacant" for the subject is as follows:

1600 St. Michael's Dr. Art Studios site	64,029	SF	x	$14.50	/SF	=	$928,421
Less Demolition Costs							-$175,000
Indication of Market Value "As Though Vacant"							$753,421
Indication of Fee Simple Market Value "As Though Vacant" (Rounded)							**$755,000**

COMPARABLE VACANT SALES MAP



Market Rent - BRUNN'S BARRACKS BUILDING

The Income Approach can be viewed as consisting of four primary steps: estimating revenue, vacancy, expenses, and capitalization. The market rent estimate is based on an analysis of ground leases. The subject's site area of 1.4699 acres or +/- 64,029 SF will be utilized in this analysis. Expenses for a ground lease are typically minimal, if not non-existent. An overall capitalization rate (OAR) was derived from the subject market's available ground lease sales data.

Market Rent – Ground Lease

Market rent for the subject site is estimated using comparable ground leases in the subject's market area. Properties similar to the subject, when leased, are typically structured on a Triple Net (NNN) or Absolute Net basis. We completed an extensive search for comparable ground leases in the subject's neighborhood to determine market ground rent for the subject site.

The subject lease is structured on an absolute net basis. The following chart summarizes the comparable rents information.

Rent Comparables (Ground Lease)

	Subject	Rent 1	Rent 1	Rent 2	Rent 3	Rent 4	Rent 5	Rent 6	Rent 7
	Mixed Use	*Live Work*	*Live Work*	*Live Work*	*Live Work*	*Retail*	*Retail*	*Retail*	*Live Work*
Address	1600 St. Michael's Dr., Santa Fe, NM	930 B/C Shoofly, Santa Fe, NM	924 Shoofly, Santa Fe, NM	930 A Shoofly, Santa Fe, NM	922 Shoofly, Santa Fe, NM	1226 Flagman Way, Santa Fe, NM	1225 Cerrillos Rd., Santa Fe, NM	1219 Cerrillos Rd., Santa Fe, NM	931 Shoofly, Santa Fe, NM
Execution Date	-	Dec-24	Sep-19	Feb-18	Dec-16	Jan-10	Jan-07	Jan-07	Feb-02
Type	-	Absolute Net	Absolute Net	Absolute Net	Absolute Net	Absolute Net	Absolute Net	Absolute Net	Absolute Net
Term	-	50 years	50 years	50 years	50 years	50 years	50 years	50 years	50 years
Options	-	One 40-year	Four 10- year	One 40-year	Four 10-year	one 40year	Two 20-year	Two 20-year	None
Escalations	-	CPI	CPI	CPI	CPI	CPI	CPI	CPI	CPI
Space Leased (Ac.)	1.47	0.11	0.28	0.15	0.37	0.35	0.81	0.43	0.68
Space Leased (SF)	64,029	4,635	12,001	6,723	16,055	15,420	35,348	18,729	29,637
Base Lease Rate	**-**	**$2.07**	**$1.04**	**$1.75**	**$1.20**	**$1.75**	**$2.59**	**$1.84**	**$0.50**
Current Lease Rate	**-**	**$2.07**	**$1.21**	**$2.10**	**$1.51**	**$2.36**	**$3.13**	**$2.15**	**$0.84**
Median	**$2.09**								
Average	**$1.92**								

Conclusion Market Rent

A property fronting Cerrillos Road in June 2013 was leased for $2.75/SF and two properties with inferior/interior locations were leased at $1.75/SF and $2.25/SF in 2019-2020. The exact locations of these leased sites are confidential. **Based on the subject's location and size, we estimate a ground lease rent for the subject toward the lower end of the comparable range or $1.20/SF.**

Other Considerations

In an Absolute Net lease structure the landlord does not have any expenses. The typical lease term is 20 to 50 years with four 10-year options or two 20-year options. The rates are adjusted by CPI annually or set increases every 5-10 years and upon option periods being exercised to reflect market rates. The All Urban Consumer Price Index (CPI) has historically been around 2% to 3% per year.

Following is our estimate of market rent over the next twenty-year time frame with annual escalations of 3.0% (average CPI forecast by FRED).

CONCLUSIONS –MARKET RENT (BASE YEAR)

Based on the data and analysis presented, our opinion of base-year market rent for the subject property assuming a triple net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT AS OF MARCH 16, 2026

$1.20 per Square Foot of Site Area or $76,835 per Year (Absolute Net)

Our opinion of average market rent over the entire term of a 20-year Absolute Net lease agreement beginning March 16, 2026 is as follows:

Year	Rent	Escalations	Annual Rent
Year 1	$1.20	-	$76,835
Year 2	$1.24	3%	$79,140
Year 3	$1.27	3%	$81,514
Year 4	$1.31	3%	$83,959
Year 5	$1.35	3%	$86,478
Year 6	$1.39	3%	$89,073
Year 7	$1.43	3%	$91,745
Year 8	$1.48	3%	$94,497
Year 9	$1.52	3%	$97,332
Year 10	$1.57	3%	$100,252
Year 11	$1.61	3%	$103,260
Year 12	$1.66	3%	$106,357
Year 13	$1.71	3%	$109,548
Year 14	$1.76	3%	$112,834
Year 15	$1.82	3%	$116,220
Year 16	$1.87	3%	$119,706
Year 17	$1.93	3%	$123,297
Year 18	$1.98	3%	$126,996
Year 19	$2.04	3%	$130,806
Year 20	$2.10	3%	$134,730
Average	**$1.61**		**$103,229**

AVERAGE MARKET RENT OVER 20-YEAR TERM EFFECTIVE MARCH 16, 2026
$1.61 per Square Foot site area or $103,229 per Year (NNN)

As a crosscheck on the opinion of market rent concluded above we will capitalize the rental rate concluded above in order to arrive at an indication of market value "as though vacant."

Overall Capitalization Rate Indication

The RealtyRates.com-Investor Survey reports Q1 2026 OARs for apartment ground leases ranging from 3.94% to 10.81% with an average of 8.37% and for office ground leases ranging from 4.47% to 12.75% with an average of 8.91%.

Conclusion Overall Capitalization Rate

The comparable overall capitalization rates for ground-leased properties within New Mexico range from 4.0% to 7.07% with an average of 5.2%. Considering there will be no improvements on the site and the comparable set of overall rates, we accept an overall capitalization rate for the subject property of 8.0%. From this we will subtract the cost to demolish the improvements on site.

INCOME APPROACH-	Fee Simple
Net Operating Income	$76,834 or $1.20/SF
Land Rate – Cap Rate	8.0%
Resulting Value	$960,435
Less Demolition Costs	($175,000)
C**onclusion Income Approach (Rounded)**	**$785,000 or $12.26/SF**

Comparable fee simple land sales in the subject's neighborhood range from $11.86/SF to $17/SF. The comparables bracket the estimate of fee simple market value based on a market ground lease rate.

Reconciliation of Values:

Two approaches to value have been presented in this appraisal to provide an opinion of market value “as is” and market rent of the fee simple interest in the subject properties. The data collected for and subsequent analysis of each approach have been detailed and presented. The value indications are as follows:

	Market Value “As Is” Visual Arts	Market Value “As Though Vacant” Brunn’s Barracks Building
Sales Comparison Approach	**$6,290,000**	**$755,000**
Income Approach	**$6,260,000**	**$785,000**

The sales comparison approach gains strength from its close association with the actions of buyers and sellers in the marketplace and with the definition of market value. Properties similar to the subject are typically purchased as investment rental properties. The sales used in this report are considered adequate and indicative of current market conditions and thus provide a credible indication of market value for the subject property and will be given secondary consideration.

The income approach provides a highly credible indication of the subject’s market value and is given primary consideration. Properties similar to the subject would be purchased based on an analysis of operating income with an emphasis on investment yield. Overall, the comparable data is good and provides a credible indication of market rent and subsequent potential net income for the subject. The overall capitalization rates extracted from sales of similar properties in the market as well as the expert opinions of brokers familiar with the subject’s local market result in a credible market value indication from direct capitalization. In this instance, the Income Approach will be given primary consideration.

Our opinion of market value "as is" of the fee simple interest in the subject property – Visual Arts Building (effective March 16, 2026) is as follows:

SIX MILLION TWO HUNDRED SEVENTY THOUSAND DOLLARS

($6,270,000)

Our opinion of market value "as though vacant” of the fee simple interest in the subject property – Brunn’s Barracks Building Building (effective March 16, 2026) is as follows:

SEVEN HUNDRED FIFTY-FIVE THOUSAND DOLLARS

($755,000)

Market Rent

We gathered data on comparable lease rates. Both the quality and quantity of data analyzed were good. After confirming and analyzing all data for the subject and the market, we developed our opinion of market rent which is summarized as follows:

Based on the data and analysis presented, our opinion of base-year market rent for the subject property (Visual Arts Center) assuming a triple net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT VISUAL ARTS CENTER EFFECTIVE MARCH 16, 2026

$14.75 per Square Foot or $515,335 per Year (NNN)

Our opinion of average market rent over the entire term of a 5-year triple net lease agreement beginning March 16, 2026 is as follows:

Year	Rent	Escalations	Annual Rent
Year 1	$14.75	-	$515,483
Year 2	$15.19	3%	$530,947
Year 3	$15.65	3%	$546,876
Year 4	$16.12	3%	$563,282
Year 5	$16.60	3%	$580,181
Year 6	$17.10	3%	$597,586
Average	**$15.90**		**$555,726**

AVERAGE MARKET RENT OVER FIVE-YEAR TERM AS OF MARCH 16, 2026
$15.90 per Square Foot or $555,726 per Year (NNN)*

*Based on the Landlord being responsible for management and reserves for replacement

Based on the data and analysis presented, our opinion of base-year market rent for the subject property (Brunn's Barracks Building) assuming an absolute net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT BRUNN'S BARRACKS BUILDING AS OF MARCH 16, 2026

$1.20 per Square Foot of Site Area or $76,835 per Year (Absolute Net)

Our opinion of average market rent over the entire term of a 20-year Absolute Net lease agreement beginning March 16, 2026 is as follows:

Year	Rent	Escalations	Annual Rent
Year 1	$1.20	-	$76,835
Year 2	$1.24	3%	$79,140
Year 3	$1.27	3%	$81,514
Year 4	$1.31	3%	$83,959
Year 5	$1.35	3%	$86,478
Year 6	$1.39	3%	$89,073
Year 7	$1.43	3%	$91,745
Year 8	$1.48	3%	$94,497
Year 9	$1.52	3%	$97,332
Year 10	$1.57	3%	$100,252
Year 11	$1.61	3%	$103,260
Year 12	$1.66	3%	$106,357
Year 13	$1.71	3%	$109,548
Year 14	$1.76	3%	$112,834
Year 15	$1.82	3%	$116,220
Year 16	$1.87	3%	$119,706
Year 17	$1.93	3%	$123,297
Year 18	$1.98	3%	$126,996
Year 19	$2.04	3%	$130,806
Year 20	$2.10	3%	$134,730
Average	**$1.61**		**$103,229**

AVERAGE MARKET RENT OVER 20-YEAR TERM AS OF MARCH 16, 2026
$1.61 per Square Foot site area or $103,229 per Year (Absolute Net)*

*Based on the landlord being responsible for no expenses

CERTIFICATION

The undersigned certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or approval of a loan.
- Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Kathleen Burmeister has inspected the subject property, the neighborhood, and the comparables used in arriving at the value estimate reported. The research, analysis and report were completed by Anthony Kuna and Kathleen Burmeister.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
- We have not provided any services pertaining to the subject property within the three-year period preceding the effective date of this appraisal.
- We certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Kathleen Burmeister and Anthony Kuna have completed the continuing education requirements of the Appraisal Institute for the MAI Designation.

This opportunity to provide appraisal services to your organization is appreciated, and questions from authorized users of the report will be welcomed if any aspect of the research or analysis requires clarification.

Respectfully submitted,

DOMINION PROPERTY ADVISORS

ANTHONY KUNA
GENERAL CERTIFIED APPRAISER, NM #3041-G

KATHLEEN BURMEISTER
GENERAL CERTIFIED APPRAISER, NM #03025-G

ADDENDA

National Flood Hazard Layer FIRMette

FEMA

105°59'7"W 35°39'42"N

105°58'30"W 35°39'13"N

Feet

0 250 500 1,000 1,500 2,000

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/16/2026 at 4:44 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

(D) Midtown Local Innovation Corridor (Midtown LINC) Overlay District

(Ord. No. 2016-39 § 1)

(1) Purpose and Intent

The purpose and intent of the Midtown Local Innovation Corridor (LINC) Overlay District is to:

(a) Strengthen and animate the built environment and the business and population links within the demographic and geographic center of the city between the existing employment centers of the Midtown Planned Unit Development (previously the campus of the Santa Fe University of Art and Design and the College of Santa Fe) and surrounding uses to the west and the Christus St. Vincent Regional Medical Center and related medical uses to the east;

(b) Incentivize multi-family residential development, complementary non-residential uses, and an enlivened, street-oriented pedestrian environment by freeing development capacity of existing under-developed land and buildings for these targeted uses, while allowing existing uses to continue as redevelopment occurs;

(c) Allow for innovative development and redevelopment of the district while providing buffering between the district and existing residential development outside of the district by the application of amended land development regulations and fees and by establishing conditions precedent for future infrastructure enhancements and the application of other redevelopment and financing tools;

(d) Promote a more healthy, safe, and enjoyable environment within the city's midtown area through the enhancement of pedestrian and bicycle accessibility and safety, landscaping and other street-related amenities and the eventual reduction of traffic speeds and provision of on-street parking, bicycle lanes, and improved crosswalks; and

(e) Provide flexibility in sign design and location so as to maintain effective communication, business identification and wayfinding for existing buildings whose visibility may be reduced by new development.

(2) Boundaries

The Midtown LINC Overlay District includes land in the vicinity of the St. Michael's Drive *right-of-way* from the eastern edge of the Cerrillos Road *right-of-way* to the western edge of the St. Francis Drive *right-of-way* , and additional land in the vicinity of the Midtown Planned Unit Development as shown on the Midtown LINC Overlay District Map.

Editor's Note: The Midtown LINC Overlay District Map can be found as Exhibit E, in the Appendix of Chapter 14, Land Development.

(3) Applicability

(a) The provisions of this Subsection 14-5.5(D) apply to all land within the boundaries of the Midtown LINC Overlay District and shall supersede the provisions that apply to any other overlay district(s) that overlap in whole or in part with the Midtown LINC Overlay District, including, but not limited to, the South Central Highway Corridor Protection District as set forth in Subsection 14-5.5(A).

(b) New *development* shall comply with the provisions of this subsection.

(c) *Alterations* to existing *structures* shall comply with the provisions of this subsection to the extent practical or feasible as determined by the *land use director* .

(4) Permitted Uses; Qualifying Projects

(a) Permitted and Prohibited Uses.

Permitted uses and structures within the Midtown LINC Overlay District are the same as those permitted in underlying zoning districts except as provided in Table 14-5.5-2 or as permitted for *qualifying projects* as defined in this subsection.

Table 14-5.5-2: Midtown LINC Overlay District - Additional Permitted & Prohibited Uses[1]

ADDITIONAL USES		**PROHIBITED USES**	
CATEGORY	**Specific Use**	**CATEGORY**	**Specific Use**
RESIDENTIAL	Dwellings, Multiple-family	RESIDENTIAL	Mobile homes; Mobile home parks
		COMMERCIAL	Sexually Oriented Businesses
			Vehicles and Equipment [2]
			Outdoor Storage
			Storage [3]
			Industrial [4]
			Warehouse & Freight Movement
NOTES:			

Table 14-5.5-2: Midtown LINC Overlay District - Additional Permitted & Prohibited Uses[1]

ADDITIONAL USES		PROHIBITED USES	
CATEGORY	**Specific Use**	**CATEGORY**	**Specific Use**
1. Uses listed are additions to, or deletions from, the list of otherwise permitted uses within underlying zoning districts. See Table 14-6.1-1 for a complete listing of use categories and permitted uses per underlying zoning district. See Table 14-5.5-4 for additional uses permitted if associated with a *qualifying project*.			
2. Parking lots and garages are permitted as *accessory* uses when associated with a *qualifying project*.			
3. Individual storage areas enclosed within a building and that are part of a *qualifying residential project* are permitted.			
4. Research, experimental and testing laboratories are permitted.			

(b) Qualifying Projects.
As used in this Subsection 14-5.5(D):

(i) *Qualifying project* means a new *development* within the Midtown LINC Overlay District that complies with the requirements of this Subsection 14-5.5(D) and that is either a *qualifying residential project* or a *qualifying non-residential project* as defined in this subsection.

(ii) *Qualifying residential project* means a new *development* that: (a) is composed solely of new *multiple-family dwellings*, or (b) results in a *development* that is a mix of primarily new *multiple-family dwellings* and any lesser amount and combination of the eligible non-residential uses listed in Table 14-5.5-3 as measured by *gross floor area*.

(iii) *Qualifying non-residential project* means a new *development* that is composed of a new *building* or *buildings*, or of *alterations* to an existing *building* or buildings, for the eligible uses identified in Table 14-5.5-3.

(iv) *Development* projects not meeting the definitions of this Subsection 14-5.5(D)(4)(b) are permitted as provided in Subsection 14-5.5(D) but are not *qualifying projects*.

(v)

The *land use director* may adopt submittal requirements and review policies in accordance with Subsection 14-2.11(B) as necessary to verify that *qualifying projects* meet the requirements of this Subsection 14-5.5(D).

Table 14-5.5-3: Midtown LINC Overlay District - Non-Residential Uses Eligible for *Qualifying Projects*

USE CATEGORIES[1]	**For Inclusion in *Qualifying Residential Projects***	**As *Qualifying Non-Residential Projects***
Pre-Schools, Daycare for Infants & Children (All)	P	P
Education (All; including Libraries)	P	P
Community Centers & Institutions (All)	P	P
Parks and Open Space (All) [2]	P	P
Arts Activities (All)	P	P
Assembly	P	
Food and Beverage (All) [3]	P	P
Medical (All)	P	P
Public Transportation	P	
Recreation and Entertainment (All)	P	P
Retail Sales and Services (All)	P	P [8]
Service Establishments (All)	P	P

Table 14-5.5-3: Midtown LINC Overlay District - Non-Residential Uses Eligible for *Qualifying Projects*

USE CATEGORIES[1]	**For Inclusion in *Qualifying Residential Projects***	**As *Qualifying Non-Residential Projects***
Storage [4]	P	
Vehicles and Equipment [5]	P	
Industrial [6]	P	P
Manufacturing and Production [7]	P	P

NOTES:

1. Eligible uses listed in this table are permitted uses when part of a *qualifying project*. See Table 14-6.1-1 for a complete listing of use categories and permitted uses in underlying zoning districts.

2. Except cemeteries, mausoleums & columbariums.

3. Except restaurants with drive-through/drive-up service.

4. Only individual storage areas completely enclosed within a building and that are intended to serve the associated *qualifying residential project*.

5. Only parking lots and garages that are intended to serve the associated *qualifying project*.

6. Research, experimental and testing laboratories only.

7. Light assembly and manufacturing (including "maker" spaces) only.

8. Neighborhood grocery stores and laundromats only.

(5) General Standards

(a) Unless otherwise specified in this Subsection 14-5.5(D), permitted uses and *development* standards within the Midtown LINC shall conform to the requirements of the underlying zoning district of a property.

(b) The *land use director* may permit alternate means of compliance with the provisions of this subsection as provided in Subsection 14-2.11(C).

(c) In the event of conflicts between the requirements of this Subsection 14-5.5(D) and the requirements of underlying zoning districts, platted *building setbacks* or existing easements, the requirements of this subsection shall apply.

(6) Building Envelope Standards and Measurements

Table 14-5.5-4: Table of Dimensional Standards for the Midtown LINC Overlay District

DEVELOPMENT TYPE	Max. Gross Density (Dwelling units/Acre)	Min. Lot Size	Max. Height of Structures (Feet)[1]	Yard Requirements (Feet)	Max. Lot Coverage (%)	Min Req Ope Spa
Qualifying Residential Projects (As defined in Subsection 14-5.5(D))	N/A	Same as C-2 District	52 [2]	Minimum Street: 0 [3] Side: 5 Rear: 10 [4] Maximum Street: 5 [5]	None	Sam C-2 (See 7.5(

Table 14-5.5-4: Table of Dimensional Standards for the Midtown LINC Overlay District

DEVELOPMENT TYPE	Max. Gross Density (Dwelling units/Acre)	Min. Lot Size	Max. Height of Structures (Feet)[(1)]	Yard Requirements (Feet)	Max. Lot Coverage (%)	Min Req Ope Spa
All Other Development	Same as C-2 District	Same as C-2 District	Per Underlying District Standards; Santa Fe University of Art and Design Campus (SFUAD): 62	Per Underlying District Standards except as noted below Maximum Street: 5 [(3, 5)]	Per Underlying District Standards	Per Unc Dist Star

NOTES:

1. Elevator "over-runs" and renewable energy generating equipment less than ten (10) feet h (such as solar photovoltaic panels and wind turbines) mounted on buildings shall not be incl in the calculated height of a building.

2. Maximum height of structures fifty-two (52) feet, except where any portion of a structure associated with a qualifying residential project will be located within one hundred fifty (150) an existing residential development located outside of the Midtown LINC Overlay District, in case the maximum height of a structure associated with a qualifying residential project withi above limits shall be thirty-eight (38) feet.

3. Except that 4th stories along street-frontage façades shall be set back a minimum of ten (feet from the story below.

Table 14-5.5-4: Table of Dimensional Standards for the Midtown LINC Overlay District

DEVELOPMENT TYPE	Max. Gross Density (Dwelling units/Acre)	Min. Lot Size	Max. Height of Structures (Feet)[(1)]	Yard Requirements (Feet)	Max. Lot Coverage (%)	Min Req Ope Spa
4. Rear yard ten (10) feet, except at the rear of a lot abutting an existing residential developr in which case there shall be a required rear yard of not less than twenty-five (25) feet.						
5. Maximum Street yard five (5) feet, except that: (a) up to thirty (30) percent of a street-fron façade may be set back greater than five (5) feet for entryways and integral courtyards, or to accommodate other aspects of a building's design, and (b) street-frontage façades may be se greater than five (5) feet in locations where existing utility easements prevent compliance wi requirement.						
6. Except for the open space associated with institutional buildings, which may be considere collectively, as distributed among multiple lots within the same block.						

(7) Site Design, Circulation and Parking

(a) New *buildings* or additions to existing *buildings* shall be oriented so that their primary *façades* face St. Michael's Drive, Cerrillos Road, or other *street frontages* as applicable.

(b) Perimeter screening of parking areas shall be in accordance with Subsection 14-8.4(I)(2) except that *screening* walls, hedges or berms shall not exceed four feet at maturity and shall be provided with multiple openings adjacent to *street frontages* to maximize of pedestrian permeability between *street* sidewalks and parking areas.

(c) Sidewalks along the *street frontages* of St. Michael's Drive and Cerrillos Road shall be provided in accordance with Section 14-9.2(E), Sidewalks, and shall be a minimum of fifteen (15) feet wide. Where existing sidewalks are widened to meet this requirement, the widening shall occur on the *building* side of the existing sidewalk.

(d) Vehicular access shall be from the side or rear of the *lot* to the extent possible.

(e) Vehicular access between and among adjacent *lots* shall be provided where possible.

(f) New *buildings* shall have accessible pedestrian connections to St. Michael's Drive or Cerrillos Road as applicable. *Building* entrances shall have the same general elevation as the *street frontage* sidewalks adjacent to the entrance. Site grading

shall not result in the need for steps or ramps from the street frontage sidewalk to the *building*. Visual and physical barriers to *building* entrances shall be minimized.

(g) Sidewalks and other pedestrian pathways connecting *buildings* to the *street* and to parking areas shall be a minimum of six (6) feet wide and shall be clearly defined.

(h) Loading docks shall be located at the side or rear of *buildings* and shall be fully screened so that the loading dock is not visible from St. Michael's Drive or Cerrillos Road as applicable. The *screening* shall be integrated with the *building* architecture, materials and construction.

(i) Electrical transformers and trash enclosures shall be located at the side or rear of *buildings* and shall be screened from view of public roadways and sidewalks by walled enclosures or landscape *screening*. *Wall*-mounted utility boxes shall be painted the same color as the nearest *building* on site.

(j) Water system backflow preventers shall be located inside *buildings*. Where it is not feasible to locate a water system backflow preventer inside a *building*, the backflow preventer shall be located at the side or rear of *buildings* and shall be screened from view of adjacent public roadways and sidewalks by walled enclosures or landscape *screening*.

(k) The amount of off-street bicycle parking required by Subsection 14-8.6(E) shall be increased by twenty-five (25) percent.

(8) Architecture

In addition to the requirements of Section 14-8.7, Architectural Design Review, the following provisions shall apply:

(a) *Lot* configuration and available *street frontage* permitting, the longest *façade* of all new *buildings* on *lots* abutting St. Michael's Drive or Cerrillos Road shall be aligned parallel with the *street frontage* of St. Michael's Drive or Cerrillos Road as applicable.

(b) The primary entrance to any new *building* on a *lot* abutting St. Michael's Drive or Cerrillos Road shall be visible from St. Michael's Drive or Cerrillos Road as applicable.

(c) *Building walls* along *street frontages* shall not extend more than twenty feet, measured horizontally, without openings. Doors, windows or display windows shall be considered openings.

(d) Doors intended for vehicular access to *buildings* on *lots* abutting St. Michael's Drive or Cerrillos Road shall not face St. Michael's Drive or Cerrillos Road as applicable.

(e) Except as noted in this subsection, rooftop equipment shall be fully screened so that the equipment is not visible from the adjacent *public rights-of-way*. *Screening* shall be integrated with the associated *building's* architecture, materials and construction. *Screening* of renewable energy generating equipment (such as solar photovoltaic panels and wind turbines) mounted on *buildings* is not required; however such equipment shall be incorporated into the architectural design of a *building* to the extent possible.

(9) Landscaping Standards

In addition to the requirements found in Section 14-8.4, Landscape and Site Design, the following provisions shall apply:

(a) On-site storm water *detention* or *retention* facilities shall be located underground unless constructed as part of parks or open space, or unless constructed as part of an *active water harvesting* system, in which case the *active water harvesting* system shall be incorporated into the architectural design of a *building* to the extent possible.

(b) *Qualifying residential projects* shall provide a minimum five (5) foot wide landscaped area around the base of exterior *building walls*, except for qualifying residential projects within the Midtown Planned Unit Development, which do not have a required minimum landscaped area.

(c) *Street trees* shall be planted at a maximum spacing of thirty (30) feet on-center along the *street frontages* of *development* sites on St. Michael's Drive or Cerrillos Road as applicable. Existing *street trees* within the above areas may be counted toward this requirement. *Street trees* shall have a minimum four (4) inch *caliper* at time of planting and shall have a minimum mature height of twenty-five (25) feet. The required spacing of *street trees* may be adjusted to allow for the clustering of trees as part of a *development's* landscape design as determined by the *land use director*. The location and minimum mature height of *street trees* may be adjusted where conflicts exist with overhead or underground utility lines, *wall*- or *building*-mounted signage, site visibility triangles, crosswalks, bus stops, or on-street parking spaces.

(d) A minimum of thirty (30) percent of required plant material shall be evergreen.

(e) Areas of the *parkway* that are located along the *street frontages* of *development* sites, and that are not developed with sidewalks as required by Subsection 14-5.5(D)(7)(c), shall be *landscaped* as part of the required *landscaping* of a *development*.

(f) *Qualifying non-residential projects* and other non-residential *development* adjacent to existing *residential development* located outside of the Midtown LINC Overlay District shall provide a continuous *landscaped* buffer strip of not less than fifteen (15) feet where abutting the existing *residential development*. Plant material in the *landscaped* buffer strip shall conform to the requirements for open space provided in Subsection 14-8.4(H).

(10) Signage

In addition to the requirements found in Section 14-8.10, Signs, the following provisions shall apply:

(a) Pole-mounted *signs* are prohibited.

(b) Monument *signs* shall not exceed four feet in height.

(c) *Signs* shall be setback a minimum of fifteen (15) feet from any *public right-of-way* unless *wall*- or *building-mounted signs* or *directional signs*.

(d) *Wall*- or *building-mounted signs* shall not extend above the roofline or parapet.

(e) Roof-mounted *signs* are prohibited.

(f) The provisions of Subsection 14-8.10(B)(4), Maximum Number of Colors and Lettering Styles, do not apply within the Midtown LINC Overlay District.

(g) The provisions of Subsection 14-8.10(B)(5)(d) do not apply to *signs* mounted on the *building walls* of *qualifying projects* within the Midtown LINC Overlay District.

(h) *Wall signs* associated with a *qualifying project* within the Midtown LINC Overlay District and whose *sign* faces are mounted perpendicular to a *building wall* may extend up to five (5) feet from the *wall*, including *signs* that project over a front

property line, providing that such a *sign* shall not impede or endanger pedestrian or vehicular traffic.

(11) Site Furnishings

(a) A minimum of one bench per ten thousand (10,000) gross square feet of ground-floor *building* area is required on the site and shall be located adjacent to the *street frontage* of the *development* , or to the primary *building* entrance, or within a public or private amenity provided by the *development* .

(b) At least one bench per *development* shall be shaded by a tree or a shade structure.

(c) Where multiple benches are required, a trash receptacle shall be provided adjacent to one of the benches.

(d) All site furnishings on a *development* site, including bicycle racks required by Subsection 14-8.6(E), benches, trash receptacles and light fixtures shall be of a coordinated design style and color.

(12) Outdoor Lighting

In addition to compliance with Section 14-8.9, Outdoor Lighting, the following provisions apply:

(a) Pole-mounted lights shall not exceed twenty (20) feet in height and shall not be placed within buffer strips as required by Subsection 14-5.5(D)(9)(f).

(b) Lamps of *building* -mounted light fixtures shall not be placed more than twelve (12) feet above the exterior grade at the perimeter of a *building* unless the outdoor lighting is part of the illumination of a *wall* -mounted *sign* in accordance with Subsection 14-5.5(D)(10)(g).

(13) Additional Requirements for *Qualifying Projects*

In addition to the requirements of this Subsection 14-5.5(D), qualifying projects shall comply with the following requirements:

(a) *Qualifying projects* shall utilize a detailed alternative development water budget ("Option B" water budget) in accordance with Subsection 14-8.13(B)(2)(b) and applicable adopted administrative procedures.

(b) *Qualifying projects* shall utilize the following water-saving fixtures, appliances, and systems where applicable, throughout all new construction:

(i) Waterless urinals;

(ii) Dual-flush, high-efficiency toilets (HETs) (rated 1.28 gallons or less per flush);

(iii) EPA WaterSense ® certified showerheads (or equivalent fixtures rated at 2.0 gallons per minute or less);

(iv) ENERGY STAR ® compliant clothes washers;

(v) *Active water harvesting systems.*

(c) The *land use director* shall not issue a construction *permit* for a *qualifying project* until a restrictive covenant is recorded by the owner of the *development* at the office of the county clerk that requires that the *development* will contain no uses that do not meet the requirements for a *qualifying project* for a period of at least ten (10) years from the completion of the project's construction. The covenant shall be in a form approved by the *land use director* and the city attorney and shall be notarized prior to recordation. The

covenant shall be considered part of a *development* plan approved pursuant to Subsection 14-3.8(B)(9). The *land use director* shall maintain copies of recorded covenants pursuant to the provisions of this subsection.

(14) Fee Incentives for *Qualifying Projects*

The following fee incentives apply to *qualifying projects* within the Midtown LINC Overlay District:

(a) Construction Permit Fees; Plan Review Fees

Qualifying projects are exempt from the payment of construction permit fees and plan review fees as set by Resolution of the governing body, as may be amended from time to time.

(b) Development Review Fees

Qualifying projects are exempt from the payment of development review fees as set by Resolution of the governing body, as may be amended from time to time.

(c) Development Water Budget Fees

Qualifying projects shall obtain water to meet approved *development* water budgets through the water rights transfer program or through the water conservation credit program or through a combination of both, and at the reduced rate specified in Subsection 14-8.13(E).

(d) Impact Fees

Qualifying projects are exempt from the payment of impact fees in accordance with Subsection 14-8.14(D).

(e) Wastewater Utility Expansion Charge (UEC)

The wastewater utility expansion charge (UEC) is waived for *qualifying projects* in accordance with Article 22-6.6, Exhibit A, Section 7.

(f) Water Utility Expansion Charge (UEC)

Qualifying projects are exempt from the payment of the water utility expansion charge (UEC) in accordance with Article 25-4.2, Exhibit B, Rate Schedule 8.

(15) Review

This Subsection 14-5.5(D) shall be reviewed by the governing body three (3) years after the date of its adoption.

(Ord. No. 2019-19, §§ 1, 2; Ord. No. 2022-19, § 1)

1645 Galisteo

Location

Property ID	7662	State	New Mexico
Address	1645 Galisteo	Zip Code	87505
City/Municipality	Santa Fe	MSA	Santa Fe
County	Santa Fe	Property Use	Medical Office
Legal Description	T17N R9ES35, CHURCH OF CHRIST S/D, TRACT B		

Land

Tax Parcel Number	18311162		
Land Acres	0.50101	Floor to Area Ratio	0.29
Land Sq Ft	21,824	Zoning Code	HZ
Land to Building Ratio	3.39		

Building

GBA	6,431	Last Renovation Year	2021
Year Built	2000	Percent Renovated	100.0
Property Renovations?	Yes		

Building Finish

Construction Quality	Good	Construction Class	D - Wood Frame and S - Steel Frame

Office Related

Largest Tenant Size (SF)	6,431

Sale Transaction

Sale Status	Recorded	Proposed Use Change?	No
Seller	TNT RE LLC	Sale Confirmed With	Paul Duran KW
Buyer	Kamp Investments LLC	Confirmed With Phone	505-310-5566
Sale Date	01-03-2025	Occupancy at Sale	100.0%
Recording Date	01-03-2025	Single-Tenant Net Lease Sale?	Yes
Sale Price	$2,025,000	Tenant at Sale	VEP NM1 LLC
Asking Price	$2,200,000	Lease Expenses at Sale	Triple Net
Sale Price/List Price Ratio	92%	Lease Expiration Date at Sale	01-31-2026
Conveyance Document Type	Warranty Deed	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Recording Number	2050029		
Days on Market	431	Sale ID	6713
Sale History	The tenant exercised their 5- year renewal option extending the lease until 2031		

Analysis

Property Rights Conveyed	Leased Fee	Adjusted Sale Price	$2,025,000

4343 Pan American Fwy NE

Location

Property ID	7749	Zip Code	87107
Address	4343 Pan American Freeway NE	MSA	Albuquerque
City/Municipality	Albuquerque	Submarket Area	North I-25
County	Bernalillo	Property Use	Office Building
State	New Mexico		
Legal Description	Subdivision INTERSTATE BUSINESS PARK Tract 1		

Land

Tax Parcel Number	101606010843520701		
Land Acres	1.67300	Zoning Code	NR-GM
Land Sq Ft	72,876	Shape	Rectangular
Land to Building Ratio	2.90	Topography	Level
Floor to Area Ratio	0.34	Grade	At street grade

Building

GBA	25,134	Number of Stories	1
Rentable Area	25,134	Number of Tenants	6
Efficiency (RA/GBA)	100.00%	Number of Units	6
Density (Units/Acre)	3.59	Average Unit SF	4,189
Year Built	2008	Number of Parking Spaces	115
Last Renovation Year	2020	Parking Ratio GBA	4.58
Number of Buildings	1	Parking Ratio NRA	4.58

Building Finish

Construction Quality	Average	Building Condition	Average
Construction Class	D - Wood Frame and Brick/Stucco		

Sale Transaction

Sale Status	Recorded	Sale Price/List Price Ratio	102%
Seller	4343 PAN AMERICAN NE LLC	Conveyance Document Type	Special Warranty Deed
Buyer	GUERRA ORUS TRUST	Recording Number	2024069428
Sale Date	10-01-2024	Sale Confirmed With	Confidential
Sale Price	$4,525,000	Confirmation Date	03-14-2025
Asking Price	$4,450,000	Sale ID	6801

Analysis

Property Rights Conveyed	Leased Fee	Conditions of Sale	Arm's-Length
Financing Terms	Cash to Seller	Adjusted Sale Price	$4,525,000

Operating Data

	Actual
NOI	$334,094
Pre-Tax Cash Flow	$334,094

Location

Property ID	7388	Zip Code	87109
Address	4401 Masthead St NE	MSA	Albuquerque
City/Municipality	Albuquerque	Submarket Area	North I-25
County	Bernalillo	Property Use	Office Building
State	New Mexico		
Legal Description	Lot 12 Plat of Journal Center Phase 2 Unit 1		
Additional Location Info	NWC Masthead and Tiburon		

Land

Tax Parcel Number	101706326825030410		
Land Acres	4.26600	Usable Land Percent	0.0%
Land Sq Ft	185,827	Zoning Code	NR-BP
Land to Building Ratio	2.79	SF in Flood Plain	0
Floor to Area Ratio	0.36	Flood Area %	0.00%

Building

GBA	66,550	Percent Office	0.0%
Rentable Area	66,550	Occupancy Type	Mix of Average and National Credit
Efficiency (RA/GBA)	100.00%		
Year Built	2004	Predominant Lease Type	Full Service Gross
Number of Buildings	1	Number of Parking Spaces	316
Number of Stories	2	Parking Ratio GBA	4.75
		Parking Ratio NRA	4.75

Building Finish

Construction Quality	Good - Exc.	Building Condition	Good
Construction Class	C - Concrete Tilt Up	Roof Material	Bituminous

Sale Transaction

Sale Status	Recorded	Sale Confirmed With	Tom Jenkins CBRE
Seller	NEW PRIMETIME HOSPITALITY LLC	Inspection Type	Exterior only
		Occupancy at Sale	100.0%
Buyer	PNMR SERVICES CO	Single-Tenant Net Lease Sale?	No
Sale Date	06-21-2023	Sale ID	6428
Sale Price	$14,000,000		
Conveyance Document Type	Warranty Deed		
Recording Number	2023038387		
Sale Confirmed By	KM		
Sale Remarks	PNM had a related contractor (Burns & McDonnell) in tow to move into the 19,900-sf vacancy. With this tenant, the building was 100% occupied at time of sale.		

Analysis

Property Rights Conveyed	Leased Fee	Conditions of Sale	Arm's-Length
Financing Terms	Cash to Seller	Adjusted Sale Price	$14,000,000

Cost Analysis

Contributory Value of Land	$0	Improvement Value per SF	$210.37
Land Value Per Acre	$0	Improvements Value Per Acre	$3,281,763
Land Value Per SF	$.00	Contributory Value of Improvements	$14,000,000

Operating Data

	Actual
NOI	$1,236,200
Pre-Tax Cash Flow	$1,236,200

Indicators

	Actual
OAR	8.83%

Adjusted Price Indices

Adjusted Price/SF of GBA	$210.37	Adjusted Price/Acre	$3,281,763
Adjusted Price/SF of RA	$210.37	Adjusted Price/SF of Land	$75.34

UnAdjusted Price Indices

Unadjusted Price/SF of GBA	$210.37	Unadjusted Price/Acre	$3,281,763
Unadjusted Price/SF of RA	$210.37	Unadjusted Price/SF Land	$75.34

Sale Unit of Measure (Per SF RA)

	Actual		**Stabilized**
PGI Per SF	$.00	PGI Per SF	$.00
Vacancy Per SF	$.00	Vacancy Per SF	$.00
EGI Per SF	$.00	EGI Per SF	$.00
Fixed Exp. Per SF	$.00	Fixed Exp. Per SF	$.00
Variable Exp. Per SF	$.00	Variable Exp. Per SF	$.00
NOI Per SF	$18.58		

7425 Jefferson St NE

Location

Property ID	7328	Zip Code	87109
Address	7425 Jefferson St NE	MSA	Albuquerque
City/Municipality	Albuquerque	Submarket Area	North I-25
County	Bernalillo	Property Use	Office Building
State	New Mexico		
Legal Description	Subdivision JOURNAL CTR PHASE 2 UNIT 1 Tract 9A1A1		

Land

Tax Parcel Number	101706330018530621		
Land Acres	2.77000	Shape	Nearly Rectangular
Land Sq Ft	120,661	Topography	Level
Land to Building Ratio	2.80	Grade	At street grade
Floor to Area Ratio	0.36		

Building

GBA	43,035	Number of Stories	2
Rentable Area	43,035	Number of Parking Spaces	191
Efficiency (RA/GBA)	100.00%	Parking Ratio GBA	4.44
Year Built	2011	Parking Ratio NRA	4.44
Number of Buildings	1		

Building Finish

Construction Quality	Average	Building Condition	Average
Construction Class	D - Wood Frame and Brick/Stucco		

Sale Transaction

Sale Status	Recorded	Conveyance Document Type	Special Warranty Deed
Seller	TITAN TIBURON LLC	Recording Number	2023030316
Buyer	NM MTG FINANCE AUTH	Sale Confirmed With	NAI SunVista
Sale Date	05-16-2023	Confirmation Date	02-05-2024
Sale Price	$10,000,000	Sale ID	6368

Analysis

Property Rights Conveyed	Fee Simple	Conditions of Sale	Arm's-Length
Financing Terms	Cash to Seller	Adjusted Sale Price	$10,000,000

Adjusted Price Indices

Adjusted Price/SF of GBA	$232.37	Adjusted Price/Acre	$3,610,108
Adjusted Price/SF of RA	$232.37	Adjusted Price/SF of Land	$82.88

UnAdjusted Price Indices

Unadjusted Price/SF of GBA	$232.37	Unadjusted Price/Acre	$3,610,108
Unadjusted Price/SF of RA	$232.37	Unadjusted Price/SF Land	$82.88

820 Trinity

Location

Property ID	7597	State	New Mexico
Address	820 Trinity Dr.	Zip Code	87544
City/Municipality	Los Alamos	MSA	Santa Fe
County	Los Alamos	Property Use	Mixed Use Office
Legal Description	SUBD: MARI MAC VILLAGE LOT: 002B S: 15 T: 19N R: 6E		

Land

Tax Parcel Number	1034112179294		
Land Acres	0.38300	Floor to Area Ratio	0.60
Land Sq Ft	16,683	Zoning Code	DT-TCO
Land to Building Ratio	1.67		

Building

GBA	9,968	Property Renovations?	No
Year Built	1981	Number of Buildings	1
Year Built Comments	20-25 years effective age	Number of Stories	2

Building Finish

Construction Quality	Average	Construction Class	D - Wood Frame and Stucco

Sale Transaction

Sale Status	Recorded	Conveyance Document Type	Warranty Deed
Seller	Ohlsen Family Trust IV	Book/Page	198/797
Buyer	Luminosa LLC	Recording Number	252912
Sale Date	09-01-2022	Days on Market	200
Recording Date	09-01-2022	Sale Confirmed With	Paul Duran Keller Williams
Sale Price	$1,887,500	Single-Tenant Net Lease Sale?	No
Asking Price	$2,261,000	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Sale Price/List Price Ratio	83%		
		Sale ID	6645

Analysis

Adjusted Sale Price	$1,887,500

Operating Data

	Actual
NOI	$169,568
Pre-Tax Cash Flow	$169,568

Indicators

	Actual
OAR	8.98%

Adjusted Price Indices

Adjusted Price/SF of GBA	$189.36	Adjusted Price/SF of Land	$113.14
Adjusted Price/Acre	$4,928,198		

UnAdjusted Price Indices

Unadjusted Price/SF of GBA	$189.36	Unadjusted Price/SF Land	$113.14
Unadjusted Price/Acre	$4,928,198		

800 Trinity Dr

Location

Property ID	7598	State	New Mexico
Address	800 Trinity Dr.	Zip Code	87544
City/Municipality	Los Alamos	MSA	Santa Fe
County	Los Alamos	Property Use	Mixed Use Office
Legal Description	Mary Mac 2A Units F, G, H, I , J-1		

Land

Tax Parcel Number	10341122372960008
Zoning Code	DTTCO
Additional Site Info	Five condos within a condominium site

Building

GBA	10,967	Number of Units	5
Year Built	1980	Occupancy Type	Average Credit/Local
Year Built Comments	20-25 years		

Building Finish

Construction Quality	Average	Construction Class	D - Wood Frame and Stucco

Sale Transaction

Sale Status	Recorded	Book/Page	198/800
Seller	Ohlsen Family Trust	Recording Number	252915
Buyer	Luminosa LLC	Days on Market	200
Sale Date	09-01-2022	Sale Confirmed With	Paul Duran Keller Williams
Recording Date	09-01-2022	Occupancy at Sale	100.0%
Sale Price	$2,272,000	Single-Tenant Net Lease Sale?	No
Asking Price	$2,272,000	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Sale Price/List Price Ratio	100%		
Conveyance Document Type	Warranty Deed	Sale ID	6646
Sale History	Partially occupied by LANL		

Analysis

Property Rights Conveyed	Leased Fee	Adjusted Sale Price	$2,272,000

Operating Data

	Actual
NOI	$170,434
Pre-Tax Cash Flow	$170,434

Indicators

	Actual
OAR	7.50%

Adjusted Price Indices

Adjusted Price/SF of GBA	$207.17	Adjusted Price/Unit	$454,400

UnAdjusted Price Indices

Unadjusted Price/SF of GBA	$207.17	Unadjusted Price/Unit	$454,400

Sale Unit of Measure (Per Unit)

	Actual
NOI Per Unit	$34,087

997 Central

Location

Property ID	7599	State	New Mexico
Address	997 Central Ave.	Zip Code	87544
City/Municipality	Los Alamos	MSA	Santa Fe
County	Los Alamos	Property Use	Mixed Use, Office, Retail
Legal Description	SUBD: MARI MAC VILLAGE LOT: 002A1 S: 15 T: 19N R: 6E		

Land

Tax Parcel Number	1034112181307		
Land Acres	1.07697	Floor to Area Ratio	0.14
Land Sq Ft	46,913	Zoning Code	DT-TCO
Land to Building Ratio	7.20		

Building

GBA	6,518	Year Built Comments	25 years
Year Built	1977	Number of Tenants	8

Building Finish

Construction Quality	Average	Construction Class	D - Wood Frame and Stucco

Sale Transaction

Sale Status	Recorded	Sale Price/List Price Ratio	70%
Seller	Mari-Mac Partner III Ltd Partnership Ohlsen Trust	Days on Market	200
		Sale Confirmed With	Paul Duran Keller Williams
Buyer	Luminosa LLC	Inspection Type	None
Sale Date	09-01-2022	Single-Tenant Net Lease Sale?	No
Recording Date	09-01-2022	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Sale Price	$1,084,500		
Asking Price	$1,539,000		
		Sale ID	6647
Sale History	1031 exchange		

Analysis

Adjusted Sale Price	$1,084,500

Cost Analysis

Improvement Value per SF	$166.39	Contributory Value of Improvements	$1,084,500

Operating Data

	Actual
NOI	$115,435
Pre-Tax Cash Flow	$115,435

Indicators

	Actual
OAR	10.64%

Adjusted Price Indices

Adjusted Price/SF of GBA	$166.39	Adjusted Price/SF of Land	$23.12
Adjusted Price/Acre	$1,006,992		

UnAdjusted Price Indices

Unadjusted Price/SF of GBA	$166.39	Unadjusted Price/SF Land	$23.12
Unadjusted Price/Acre	$1,006,992		

421 St

Location

Property ID	6837	State	New Mexico
Address	421 St. Michael's Dr.	Zip Code	87505
City/Municipality	Santa Fe	MSA	Santa Fe
County	Santa Fe	Property Use	Medical Office
Legal Description	Parcel 1, S36, T17N, R9E		

Land

Tax Parcel Number	16008581		
Land Acres	1.00023	Zoning Code	C-1
Land Sq Ft	43,570	Visibility	Average
Land to Building Ratio	9.45	Parcel Type	Corner
Floor to Area Ratio	0.11		

Building

GBA	4,609	Property Renovations?	No
Year Built	2001	Number of Buildings	1
Year Built Comments	10-15 years EA		

Building Finish

Construction Quality	Average	Construction Class	D - Wood Frame and Stucco

Sale Transaction

Sale Status	Recorded	Recording Number	1987038
Seller	Serenity Properties LLC	Days on Market	28 days
Buyer	Vazquez Holdings LLC	Sale Confirmed With	Joel Cumplido NAI Sunvista
Sale Date	04-27-2022	Occupancy at Sale	0.0%
Recording Date	04-27-2022	Single-Tenant Net Lease Sale?	No
Sale Price	$1,315,000	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Conveyance Document Type	Warranty Deed		
Book/Page	889/33	Sale ID	5875

Analysis

Property Rights Conveyed	Fee Simple	Conditions of Sale	Arm's-Length
Financing Terms	Cash to Seller	Adjusted Sale Price	$1,315,000

Adjusted Price Indices

Adjusted Price/SF of GBA	$285.31	Adjusted Price/SF of Land	$30.18
Adjusted Price/Acre	$1,314,698		

UnAdjusted Price Indices

Unadjusted Price/SF of GBA	$285.31	Unadjusted Price/SF Land	$30.18
Unadjusted Price/Acre	$1,314,698		

1151 Parkway

Location

Property ID	7653	State	New Mexico
Address	1151-1153 Parkway	Zip Code	87507
City/Municipality	Santa Fe	MSA	Santa Fe
County	Santa Fe	Property Use	Commercial Land
Legal Description	T17N R 9E S33 PARK PHASE 4 .3660 AC LOT 49 RICHARDS AVE BUSINESS, PARK PHASE 4 .3430 AC T17N R 9E S33LOT 50RICHARDS AVE BUSINESS		

Land

Tax Parcel Number	910009688		
Land Acres	0.71000	Zoning Code	I-1
Land Sq Ft	30,928		

Sale Transaction

Sale Status	Recorded	Sale Price/List Price Ratio	100%
Seller	Casa Verde LLC	Conveyance Document Type	Warranty Deed
Buyer	Damron JR	Book/Page	820/026
Sale Date	10-22-2024	Recording Number	2043152
Recording Date	10-22-2024	Days on Market	2
Sale Price	$525,000	Sale Confirmed With	Leslie Giorgetti
Asking Price	$525,000	Sale ID	6704

Analysis

Adjusted Sale Price	$525,000

Adjusted Price Indices

Adjusted Price/Acre	$739,437	Adjusted Price/SF of Land	$16.97

UnAdjusted Price Indices

Unadjusted Price/Acre	$739,437	Unadjusted Price/SF Land	$16.97

2820 Industrial

Location

Property ID	7654	State	New Mexico
Property Name	Former Vulcan Materials	Zip Code	87507
Address	2820 Industrial	MSA	Santa Fe
City/Municipality	Santa Fe	Property Use	Industrial Land
County	Santa Fe		
Legal Description	T17N R 9E S33 3.099 AC TR 5B		

Land

Tax Parcel Number	11768704		
Land Acres	3.09000	Zoning Code	I-2
Land Sq Ft	134,600		

Building Finish

Improvements Description	+/- 8000 SF to be demolished

Sale Transaction

Sale Status	Recorded	Conveyance Document Type	Warranty Deed
Seller	Clark Street Business Park LLC	Book/Page	895/23
Buyer	Inchoate Properties LLC, 551 Alarid LLC	Recording Number	1998153
		Days on Market	566
Sale Date	09-22-2022	Sale Confirmed With	Thomas Matthews Barker Realty
Sale Price	$1,678,624	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Asking Price	$1,800,000		
Sale Price/List Price Ratio	93%		
		Sale ID	6705
Financing Description	1031 exchange		

Analysis

Expenditures After Purchase $	$83,931	Adjusted Sale Price	$1,762,555

Adjusted Price Indices

Adjusted Price/Acre	$570,406	Adjusted Price/SF of Land	$13.09

UnAdjusted Price Indices

Unadjusted Price/Acre	$543,244	Unadjusted Price/SF Land	$12.47

2885 Industrial

Location

Property ID	7067	State	New Mexico
Address	2885 Industrial	Zip Code	87507
City/Municipality	Santa Fe	MSA	Santa Fe
County	Santa Fe	Property Use	Commercial Land

Land

Tax Parcel Number	010946240		
Land Acres	0.36100	Zoning Code	I-2
Land Sq Ft	15,725		

Sale Transaction

Sale Status	Recorded	Sale Price/List Price Ratio	100%
Seller	Stella Romero and Mary Romero	Conveyance Document Type	Warranty Deed
Buyer	Htron Properties LLC	Recording Number	1981806
Sale Date	03-01-2022	Days on Market	5
Recording Date	03-01-2022	Sale Confirmed With	Riesha Fiorina Barker Realty
Sale Price	$245,000	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Asking Price	$245,000		
		Sale ID	6108

Analysis

Adjusted Sale Price	$245,000

Adjusted Price Indices

Adjusted Price/Acre	$678,670	Adjusted Price/SF of Land	$15.58

UnAdjusted Price Indices

Unadjusted Price/Acre	$678,670	Unadjusted Price/SF Land	$15.58

4410 Rodeo Rd

Location

Property ID	6572	State	New Mexico
Address	4410 Rodeo Rd.	Zip Code	87507
City/Municipality	Santa Fe	MSA	Santa Fe
County	Santa Fe	Property Use	Commercial Land
Legal Description	LOT 1-A2, SF PLACE FINAL S/D PLAT, DEVELOPMENT PLAN AMENDMENT #5, VILLA LINDA MALL S/D, S8 T16N R9E		

Land

Tax Parcel Number	105009518349800000		
Land Acres	2.95500	Topography	Level
Land Sq Ft	128,720	Grade	At street grade
Zoning Code	SC3	Visibility	Average-to-Good
Shape	Irregular	Parcel Type	Corner

Building Finish

Improvements Description	Proposed car wash

Sale Transaction

Sale Status	Recorded	Sale Price	$1,950,000
Seller	Santa Fe Mall Property Owner LLC	Recording Number	1971892
		Sale Confirmed With	Steve Lyon with the buyer
Buyer	Via Real Estate LLC	Sale ID	5606
Sale Date	11-16-2021		
Recording Date	11-26-2021		

Analysis

Property Rights Conveyed	Fee Simple	Adjusted Sale Price	$1,950,000

Adjusted Price Indices

Adjusted Price/Acre	$659,898	Adjusted Price/SF of Land	$15.15

UnAdjusted Price Indices

Unadjusted Price/Acre	$659,898	Unadjusted Price/SF Land	$15.15

2750 Boylan

Location

Property ID	7651	State	New Mexico
Address	2750 Boylan Circle	Zip Code	87507
City/Municipality	Santa Fe	MSA	Santa Fe
County	Santa Fe	Property Use	Commercial Land
Legal Description	Lot Line Adjustment Survey prepared for Pigeon Coop Partners, LLC of Lot 1B and Lot 2 as last described on survey Plat Filed in Santa Fe County Clerk Plat Book 781, Page 037 said properties lie in Sections 28 and 33, T17N, R9E, NMPM. Said Properties are located at Lot 1B: 1400-A, 1400C, 1411 Boylan Lane and Lot 2: 2750 Boylan Circle, in the City of Santa Fe, Santa Fe County, New Mexico. This Plat adjusts the lot lines between two lots of record. No new lots have been created said properties are now to be known as Lot 1B-A and Lot 2-1.		

Land

Tax Parcel Number	99304611		
Land Acres	2.71600	Floor to Area Ratio	0.41
Land Sq Ft	118,309	Zoning Code	C-2

Building

Proposed/potential GBA	49,044

Building Finish

Additional Building Info	Pooposed 60 unit apartment complex

Sale Transaction

Sale Status	Recorded	Conveyance Document Type	Warranty Deed
Seller	BFFM LLC	Recording Number	1939668
Buyer	Spencer House Real estate LP	Sale Confirmed With	PA and owner
Sale Date	01-06-2021	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Sale Price	$1,200,000		
		Sale ID	6701
Sale Remarks	seller paid $100,000 in lieu rather than building out affordable units		

Analysis

Adjusted Sale Price	$1,200,000

Adjusted Price Indices

Adj Price per Proposed GBA SF	$24.47	Adjusted Price/SF of Land	$10.14
Adjusted Price/Acre	$441,826		

UnAdjusted Price Indices

Unadjusted Price/Proposed GBA SF	$24.47	Unadjusted Price/SF Land	$10.14
Unadjusted Price/Acre	$441,826		

ANTHONY M. KUNA, MAI

PRESENT POSITION

Managing Member, Dominion Property Advisors, Albuquerque, NM

CONTACT INFORMATION

505.314.3461 – Direct
505.710.7097 – Cell
tonyk@dominionproperty.com

EDUCATION

Bachelor of Business Administration
Anderson School of Management
University of New Mexico
Major: International Management

REAL ESTATE COURSE WORK – APPRAISAL INSTITUTE

Basic Appraisal Principles
Basic Appraisal Procedures
General Income Approach – Part I
General Income Approach – Part II
Advanced Income Capitalization
Advanced Concepts and Case Studies
Highest and Best Use and Market Analysis
The Appraiser as an Expert Witness
Advanced Education Diagnostic Test
Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets
Business Practices and Ethics
Data Verification Methods
Analyzing Operating Expenses
Forecasting Revenue
Using Microsoft Excel to Analyze and Support Appraisal Assignment Results
7-Hour National USPAP Update

EXPERIENCE

Anthony Kuna is a highly regarded commercial real estate appraiser in New Mexico under the mentorship of Brian D. White, MAI. Anthony has demonstrated a superior aptitude for commercial appraisal over his 14 years in the industry as a result of an intense workload often involving complex properties with unique components of value. Anthony is a general certified appraiser in the State of New Mexico and recently obtained the MAI designation from the Appraisal Institute.

Property types appraised include the following:

Office Buildings – Professional, Medical and Dental
Retail Buildings – Freestanding, Strip and "Big Box"
Industrial Facilities – Office/Warehouse, Distribution, Light/Heavy Manufacturing, Flex/R&D and Food Processing Facilities
Multi-Family Residential Apartment Properties
Hotels - Limited Service, Full Service (Independent and Franchised
Tax Income Credit Properties
Single Family Residential Subdivisions (Urban and Rural
Mobile Home Parks
Commercial Subdivisions
Assisted Living Facilities including Memory Care and Nursing Facilities
Non-Profit Medical Treatment Facilities
Farm/Ranch Properties
Condemnations
Houses of Worship
Veterinary Clinics/Hospitals
Restaurants - Full Service, Quick Service
Gasoline Stations/Convenience Stores
Bed & Breakfast Properties
Vacant Land - Commercial, Residential, Agricultural, Ground-Leased
Funeral Homes and Cemeteries
Airport Hangars
Car Washes - Self Service/Full Service
RV/Campground Facilities

AFFILIATIONS

New Mexico General Certified Appraiser (License #3041-G)
Designated Member, Appraisal Institute
Treasurer, Rio Grande Chapter of the Appraisal Institute - 2018
Member - Greater Albuquerque Association of Realtors (GAAR)
Member - Commercial Association of Realtors New Mexico (CARNM)

PRIOR PROFESSIONAL EXPERIENCE

Facilities Coordinator - Ericsson Wireless Communications, San Diego, California 2000-2003

Responsibilities: Managed corporate travel program for the business unit. Assisted nine departments with various facilities-related services including short and long-term space planning activities, administrative support services, workers compensation claims and ergonomic requirements.

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

State of New Mexico

Real Estate Appraisers

HEREBY CERTIFIES THAT

Anthony Kuna

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

General Certified Appraiser

License No. 03041-G Issued 12/31/2008 Expires 04/30/2026

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

KATHLEEN E. BURMEISTER, MAI
BACKGROUND AND EXPERIENCE

PRESENT POSITION
Vice President, Dominion Property Advisors, Albuquerque, New Mexico 2005-present
Associate, American Property Consultants & Appraisers, Inc., Santa Fe, New Mexico

CONTACT INFORMATION
505.688.8789 – Cell
kathleenm@dominionproperty.com
kathleenmclb@gmail.com

EDUCATION
Bachelor of Science-Biology and Earth and Planetary Sciences
University of New Mexico, Albuquerque, NM 87131
Master of Business Administration-Marketing and International Business
University of New Mexico, Albuquerque, NM 87131
Bilingual

REAL ESTATE COURSE WORK
Uniform Standards of Professional Appraisal Practice
Advanced Land Valuation: Sound Solutions to Perplexing Problems
Contract or Effective Rent: Finding the Real Rent
Examining Property Rights and Implications in Valuation
Analyzing Operating Expenses
Advanced Spreadsheet Modeling for Valuation Applications
Introduction to the Appraisal Profession Appraisal Techniques
Real Property Interest & Legal Descriptions for Appraisers
How to Use the Uniform Residential Appraisal Report
Basic Income Capitalization
Advanced Income Capitalization
General Appraiser Market Analysis and Highest and Best Use
Appraisal of Nursing Home Facilities
Business Practice and Ethics
Introduction to Valuing Commercial Green Buildings
Advanced Internet Search Strategies
Advanced Concepts & Case Studies
General Appraiser Report Writing and Case Studies
Comprehensive Examination Preparation Courses

ACADEMIC POSITIONS
Research Assistant/Instructor, Graduate Assistant, Anderson School of Business, University of New Mexico 2001-2002
Research Assistant, Earth and Planetary Sciences Department, University of New Mexico 1997-1999
Research Assistant MBRS, School of Medicine, University of New Mexico, 1996-1999

EXPERIENCE
Kathleen Mc Leroy has worked on various commercial appraisal assignments located throughout New Mexico and Colorado. Ms. McLeroy has worked independently and with various MAI

designated appraisers. She has shown a superior aptitude for commercial appraisal as a result of an intense workload often involving complex properties with unique components of value. Clients served included individuals, Fortune 500 corporations, banks and other lending institutions, government agencies, life insurance companies and attorneys. Estates appraised included fee simple, leased fee, leasehold and subleasehold. Property types include the following:

Office Buildings – Professional, Medical and Dental
Retail Buildings – Freestanding, Strip and "Big Box"
Multi-Family Residential Apartment Properties
LIHTC Apartment Properties
Storage Yards
Light Industrial Properties - Office/Warehouses, Distribution Warehouses
Assisted Living, Nursing Home and Special Care Facilities
Vacant Land – Commercial, Residential, Agricultural, Ground Lease
Section 8 Apartments
Houses of Worship
Single Family Residential Subdivisions
Hotels– Limited and Full Service
Bed & Breakfast Facilities (Rural and Urban)
Gas Station & Convenience Stores
Mortuaries and Cemeteries

AFFILIATIONS

Member, Appraisal Institute-MAI
Rio Grande Chapter of the Appraisal Institute - President (2018)
LDAC - 2017
NM General Certified Real Estate Appraiser (No. 03025-G)
Hispanic MBA Association
Marketing Association
Honors Graduate
Golden Key National Honor Society
SPURS, Honor Society
Deans List
American Geological Institute Scholar

Prior Professional Experience 2003-2005
Assistant General Manager/General Manager
Mastro's Corporation, Albuquerque, NM

Responsibilities:
Managed a staff of + 60 Employees. Assisted with payroll, inventory controls, purchasing, ordering, accounting, marketing and financing for a restaurant with gross annual sales of + $3,000,000. Organized public events for + 8000 people which consist of one of the major events ever done by a private organization in downtown Albuquerque

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

State of New Mexico

Real Estate Appraisers

HEREBY CERTIFIES THAT

Kathleen E. Burmeister

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

General Certified Appraiser

License No. 03025-G Issued 09/09/2008 Expires 04/30/2026

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

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

February 24, 2026

Request for Quotes
Appraisal of Real Property, Market Rent

General
The City of Santa Fe ("City") is requesting proposals and quotes from general certified commercial property appraisers with MAI designations ("Appraiser") to perform an appraisal to determine market value and rent for two City owned properties in the Midtown Community Development.

Property Rights Appraised (in current "as is" condition): **Fee Simple Market Value**
Market Rent

The appraiser is to use the Hypothetical Condition that there is sufficient parking to support all business activities for both properties.

Property
Address: 1600 St. Michaels Drive, Santa Fe, NM, aka Midtown Campus
Current Owner: The City of Santa Fe

Subject Tracts
1. Tract: **Tract K-1a,** Visual Arts Center, depicted in **Exhibit A.**
Parcel Area: 1.9124 acres per Santa Fe County Assessor
Parcel Number: APN 99312972
Primary Structures: 34,948 square feet per built in 1998

2. Tract: **Tract P-1b,** Arts Studio, depicted in **Exhibit B**
Parcel Area: 1.4699 acres per Santa Fe County Assessor
Parcel Number: APN 99312969
Primary Structures: 17,500 square feet built in 1945

For additional information on the subject tracts please email Carly Venditti, Metropolitan Redevelopment Agency Deputy Director, at cavenditti@santafenm.gov and copy in Terry Lease at tjlease@santafenm.gov and Nina Nguyen at nanguyen@santafenm.gov .

The earliest completion and delivery date of the final report will be given added weight in awarding this assignment.

*Appraiser is to verify all data provided above.
(Offer any information you may have on the facility that might help the appraiser evaluate condition)

Appraisal Scope of Work

The Appraiser should have the knowledge and experience to complete the assignment competently and, at a minimum, render the following professional services.

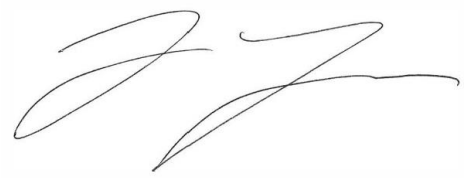
1. The Appraiser shall prepare a Restricted Appraisal Report in compliance with all current reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice.
2. The Appraiser shall provide separate ***Fee Simple Market Values*** and ***Market Rents*** for each tract.
3. The Appraiser shall: (1) provide a preliminary appraisal report to the City electronically for review and comment. The Appraiser shall respond to all comments and or questions from City staff in a timely manner; (2) after review and notice from the City, the Appraiser will complete a final appraisal report.
4. A review of the appraisal report may be completed by a qualified review appraiser retained by the City.
5. The final report shall be delivered by email in a PDF format to Terry Lease at tjlease@santafenm.gov and Nina Nguyen at nanguyen@santafenm.gov .

* Be advised that the Inspection of Public Records Act provisions may result in the release of all or part of the appraisal report to the public.

Proposal
The proposal shall contain:

1. A fee for the entire scope of services requested herein, with New Mexico Gross Receipts Tax to be listed as a separate line item.
2. Appraiser's estimated number of working days, after receipt of a purchase order from City, to develop the appraisal report and e-mail the draft to the City for review and comment (allow 5 working days for City review and comment).
3. A statement that the quoted fee shall be fixed for a period of no less than sixty days from the proposal deadline. NOTE: costs for any associated fees, documents, printing, travel or other reimbursable expenses shall be included in the fee and will not be paid separately.

To be considered, Appraiser(s) shall submit a written proposal for the entire Scope of Work outlined above no later than ***Monday March 2, 2026 at 12:00 p.m.*** Proposals shall be emailed to Terry Lease at tjlease@santafenm.gov and Nina Nguyen at nanguyen@santafenm.gov prior to the deadline.



Terry Lease
City of Santa Fe, Office of Economic Development
737 Agua Fria
Santa Fe, NM 87501
Mobile 505-629-2206

EXHIBIT A – Tract K-1a

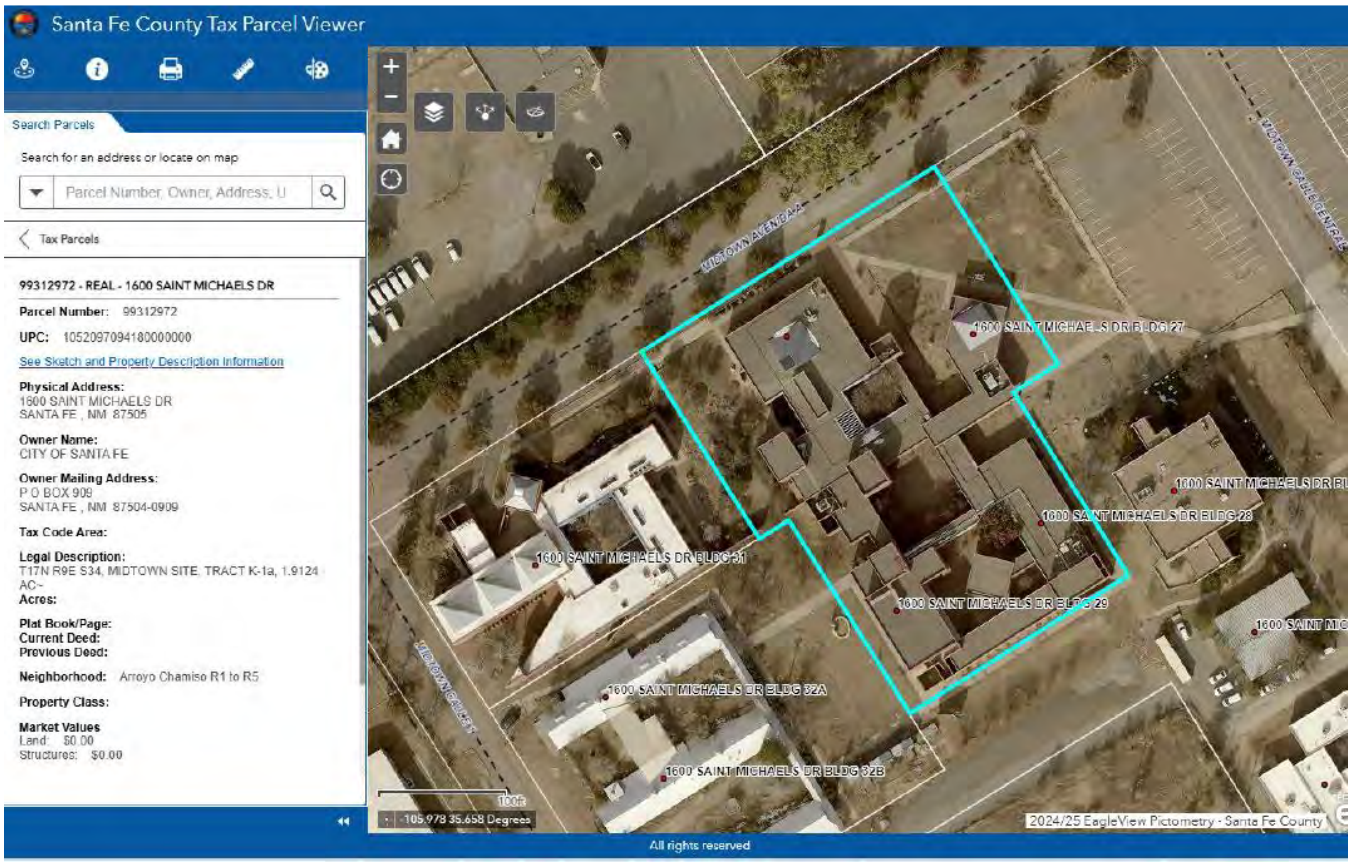
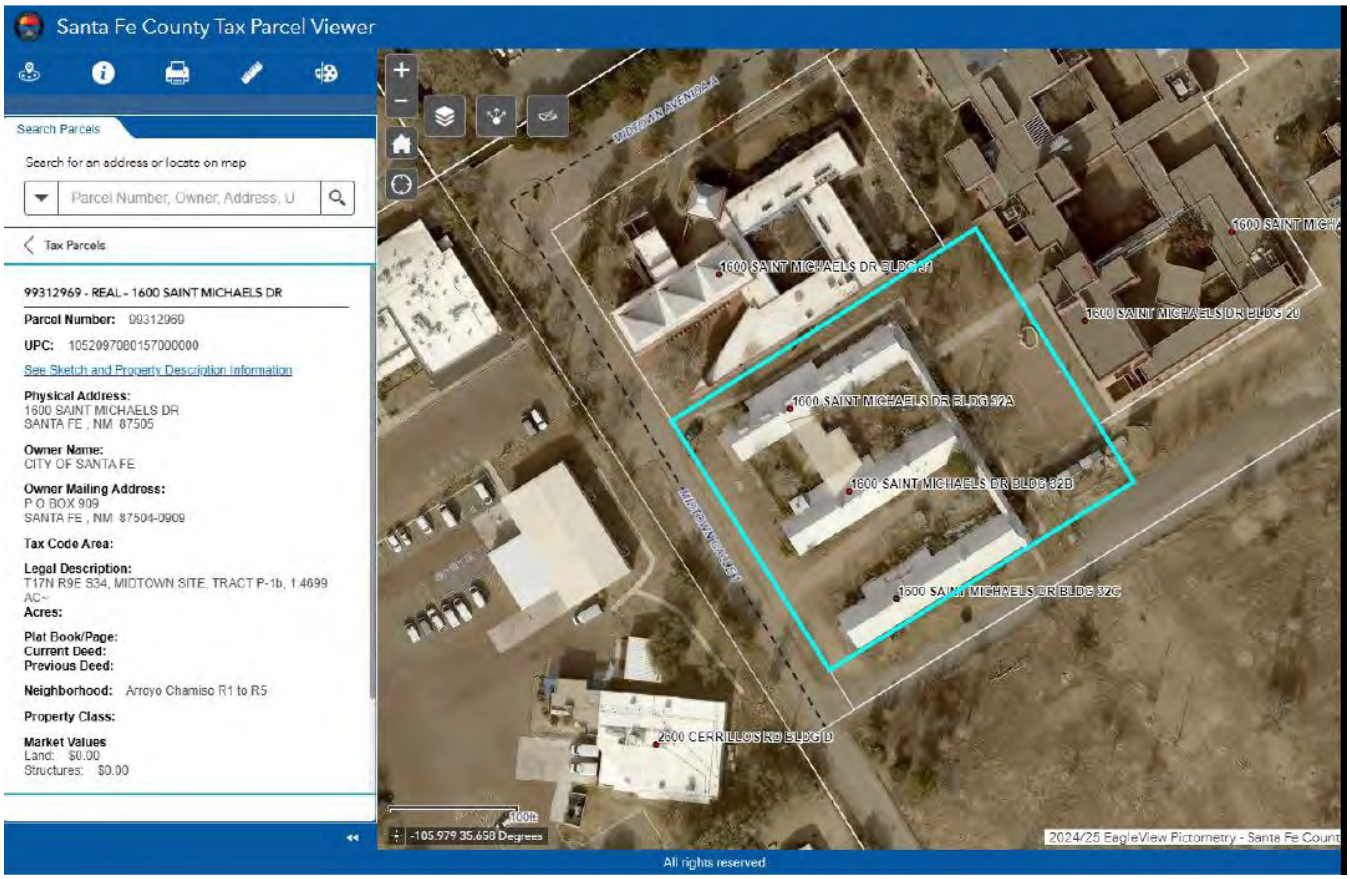


EXHIBIT B – Tract P-1b



FIR No. 10742.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Approving Ground Lease of City-Owned Buildings at Midtown

Sponsor(s): Mayor Michael Garcia, Councilor Jamie Cassut, and Councilor Pilar Faulkner

Reviewing Department(s): Metropolitan Redevelopment Agency

Staff Completing FIR: Carly Venditti, Metropolitan Redevelopment Agency Deputy Director
Date: 4/23/2026 **Phone:** 505-795-0675

Reviewed by City Attorney: Marcos D. Martinez Marcos D. Martinez (Apr 23, 2026 12:49:37 MDT) **Date:** 04/23/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Apr 24, 2026 12:21:19 MDT) **Date:** 04/24/2026

Summary:
The City of Santa Fe ("City") and Midtown Arts and Design Alliance (MADA) ("Developer") entered into an Exclusive Negotiation Agreement on September 5, 2023 in order to negotiate a ground lease and development agreement for the renovation of the Midtown Visual Arts Center and adjacent Barracks. The City and MADA, are now entering into a Ground Lease and Disposition Agreement for the Property. NMSA 1978, Section 3-54-1 requires that the City approve the lease of City-owned property with an Ordinance. This bill is created to comply with that statute.

Departments Affected:
Metropolitan Redevelopment Agency (MRA), Public Works Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the ground lease and development Agreement cannot move forward, and the City would need to identify a new process or Request for Proposal process for renovating the Midtown Visual Arts Center and Barracks.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The proposed bill is related to Resolution 2022-68, Midtown Master Plan Approval; and Resolution 2023-5 Midtown Community Development Plan Approval.

Performance and Administrative Implications:
The lease will engage two parcels; parcels K-1a and P-1b for a total of 3.37-acres, including the following buildings: the Tipton Lecture Hall and the Marion Center for the Photographic Arts, the Tishman Hall, inclusive of the Thaw Art History Center of the Visual Arts Center, and the Barracks.

Fiscal Implications:

The developer will pay one dollar ($1.00) in rent to the City over the course of this ground lease with an initial term of 10 year, with a first extension right of 10 years, followed by the right for three consecutive 10-year terms. Developer shall deposit $10,000 with the City to be held by the City until the Construction Commencement Date of the Improvements for Phase 1, at which time the City shall disburse the $10,000 to the Developer. The Developer shall design, finance, develop, construct, operate, and manage the project in accordance with the Final Development Plans and Applicable Rules. The Developer would also be responsible, at is sole cost and expense, for the entitlement, development, construction, and improvement, management, and operation of the project.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

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

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$ 1	$	R	WIP Construction
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$ 1	$		

Revenue Narrative:

The developer will pay one dollar ($1.00) in rent to the City over the course of this ground lease with an initial term of 10 year, with a first extension right of 10 years, followed by the right for three consecutive 10-year terms.

Signature:

Email: cavenditti@santafenm.gov

Signature:

Email: bjmoya@santafenm.gov

SANTA FE NEW MEXICAN

Founded 1849

CITY OF SANTA FE-MAIN
PO Box 909
Santa Fe, NM 87504-0909

ACCOUNT:	S2460
AD NUMBER:	119332
TAG LINE	Legal #95357
P.O.#:	

1 TIME(S)	$82.96
AFFIDAVIT	10.00
TAX	7.61
TOTAL	100.57

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Sebastian Garcia, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 95357 a copy of which is hereto attached was published in said newspaper 1 day(s) between 05/28/2026 and 05/28/2026 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 28th day of May, 2026 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI Sebastian Garcia
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 1st day of June, 2026

Notary Catherine M McSweeney

Commission Expires: 11/04/2029

STATE OF NEW MEXICO
NOTARY PUBLIC
CATHERINE M MCSWEENEY
COMMISSION # 1135865
COMMISSION EXPIRES 11/04/2029

Legal #95357

CITY OF SANTA FE
NOTICE OF
PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 p.m. on Wednesday, June 10, 2026.
The purpose of the public hearing will be to consider the following:

BILL NO. 2026-6. A Bill Approving the Ground Lease and Development Agreement of a City-Owned Building, the Midtown Visual Arts Center, with Midtown Arts and Design Alliance, LLC.

RESOLUTION 2026-TBD. A Resolution Approving the Adoption of the Santa Fe Midtown Metropolitan Redevelopment Area Plan.

This bill and Resolution are available in their entirety on the City's website http://www.santafenm.gov (click on Departments/ City Attorney/ Legislative Services) or upon request and payment of a reasonable charge, in the City Clerk's Office, City Hall, 200 Lincoln Avenue, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Interested parties may view the meeting on the City's YouTube Channel: https://www.youtube.com/user/cityofsantafe. An agenda with complete information about meeting attendance and instructions to provide live public comment will be posted on the City's website no later than seventy-two (72) hours before the meeting: https://santafenm.portal.civicclerk.com/.
The Governing Body shall review and consider all public input prior to taking action.

Geralyn Cardenas
City Clerk/Director of Community Engagement

PUB: May 28, 2026

CITY OF SANTA FE

Memorandum

Date: April 23, 2026

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee, Economic Development Advisory Committee, and Arts Commission

From: Carly Venditti, Metropolitan Redevelopment Agency, Deputy Director CAV

Via: Brian Moya, Interim City Manager BM

RE: A Bill Approving the City of Santa Fe Ground Lease and Development Agreement of certain City-owned property to the Midtown Arts and Design Alliance for a lease term of ten years that may be extended up to fifty years.

EXECUTIVE SUMMARY:
If adopted, the bill would approve the ground lease and development agreement of a city-owned building, the Midtown Visual Arts Center, with Midtown Arts and Design Alliance, LLC. NMSA 1978, Section 3-54-1 requires that the City of Santa Fe ("City") approve the lease of City-owned property with an Ordinance. This bill is created to comply with that statute.

BACKGROUND:
The City and Midtown Arts and Design Alliance (MADA) ("Developer") intends to enter into a Ground Lease and Development Agreement to facilitate the renovation and remodel of the city-owned Visual Arts Center and Barracks on the Midtown Site at 1600 St. Michael's Drive ("Property"). The Property described as the Visual Arts Center and Barracks, are located on parcels K-1a and P-1b, located in the northwest of the Midtown Site; containing approximately 3.37 acres.

As a subsidiary of the Santa Fe Arts Institute (SFAI), the Midtown Arts and Design Alliance has been on the Midtown Site since the close of the Santa Fe University of Art and Design and throughout the community engagement processes that culminated in the Midtown Master Plan (Resolution No. 2022-68) and Community Development Plan (Resolution No. 2023-5), known collectively as the Midtown Redevelopment Plans. The Midtown Redevelopment Plans expressed the will of the community to establish an arts hub including arts and cultural organizations, in addition to cultural organization, activities, and technology that could procure the necessary project team to finance, renovate, lease, and manage the Visual Arts Center and adjacent outdoor spaces.

CITY OF SANTA FE

Memorandum

The City of Santa Fe and the Office of Economic Development launched a Request for Proposals (RFP # 23/17/P) on December 1, 2022, with proposals due February 2, 2023. MADA was the sole respondent to RFP 23/17/P with a variety of stakeholders, non-profit organizations, and community partners included on the proposed project team. An Exclusive Negotiation Agreement (ENA 2023-0548) was solidified between the City of Santa Fe and Developer as of September 5, 2023, upon the recommendation of the Evaluation Committee. This Exclusive Negotiation Agreement was extended multiple times from December 31, 2024, to April 30, 2025, and finally June 30, 2025. The City of Santa Fe and Developer have been collaborating on this proposed Ground Lease and Development Agreement since August 2025.

SUMMARY OF DEVELOPMENT AND DISPOSITION AGREEMENT

A. **Introduction**. The Gound Lease and Development Agreement will set forth the terms and conditions of:
   i. Developer's obligation to renovate and sublease the Visual Arts Center and Barracks facility as defined in the project timeline.
   ii. Lease terms of the Property and management of the property
   iii. The timeline, in relation to the Developer's obligations for the City's infrastructure design and implementation.
   iv. The community benefit requirements that are required of the developer to remain in compliance with the Agreement.

B. **Project Requirements.**

Project Overview: Developer's renovation of the Visual Arts Center will be completed in three separate phases, with the implementation of the Midtown Arts and Design Alliance non-profit organizations entering the site following each phase completion.

- "Phase 1" consists of the renovation of the Tipton Lecture Hall and The Marion Center for the Photographic Arts including heating, ventilation, and air conditioning (HVAC) systems and configuration necessary for Phase 1 tenants.
- "Phase 2" will include the renovation of Tishman Hall, inclusive of the Thaw Art History Center; this renovation will encompass plumbing, heating, ventilation, and air conditioning systems (HVAC), stucco repairs, re-roofing, and mold remediation as necessary.
- "Phase 3" consists of the remediation and renovation of the last remaining Barracks from the Brunn's Army Hospital, this will include new construction and site work.

Financial Security & Ground Control: Developer has the right and intends to complete all phases of the project as defined but will not take ground control of each additional Phase until said Phase reaches 100% financing. In addition to Quarterly Construction Reporting requirements, the

developer must submit an updated Development Budget to the MRA Director with each expansion notice, and an update Operating Budget following the completion of Phase 1.

C. **Community Benefits.**

Community Development Program requirements. The Project and all other developments at Midtown Site are required to comply with the requirements of the Midtown Community Development Plan including without limitation, by implementing or causing to be implemented the Community Development Plan Requirements as a component of the Project

Environmental and Energy Design Requirements. Developer shall comply with Environmental and Energy Design Requirements including LEED Requirements, Photovoltaic requirements, and Stormwater Management as outlined in 10.2.

Tenant/Use Requirements. Operation of the project by the Developer is limited to for-rent retail, commercial and office space available for sublease only to tenants comprising local artists, art, design, creativity, culture, multi-media, technology, and arts-related organizations and industries, and Persons whose primary business or mission is complementary, tenants must be deemed "Qualifying Sublease" under section 10.3.2.

Target Lease Goal. Developer shall use commercially reasonable efforts to sublease approximately 75% of the available leasable space within the Property ("Target Lease Goal") to entities and persons whose organization or business is identified per 10.3.1, who are non-profits or who have a non-profit fiscal sponsorship.

Leasing Requirements. Developer shall use best faith and commercially reasonable efforts to coordinate with the City's Office of Economic Development, community organizations and/or civic organizations to market and promote or to otherwise utilize the available and offered services of such organizations, for the purpose of disseminating information regarding available rentable space at the Project.

D. **Default Remedies.** If Developer defaults in its performance of any obligation under the agreement beyond applicable notice and cure periods, in addition to other remedies available to the City, the City will have the right to terminate the Agreement, upon which the city may retake possession of the Property.
E. **Assignment or Transfer.** The Developer may not sell, transfer, convey, or otherwise dispose of this property as bound by the lease voluntarily or involuntarily without the written consent of the City.

ATTACHMENTS:
Bill)
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-9

INTRODUCED BY:

Councilor Pilar Faulkner

Councilor Lee Garcia

Councilor Amanda Chavez

A BILL

AMENDING SUBSECTION 12-6-12.3 OF ARTICLE VI OF THE UNIFORM TRAFFIC ORDINANCE ("UTO") TO ELIMINATE MINIMUM PENALTIES FOR RECKLESS DRIVING AND RAISING MAXIMUM PENALTIES FROM TWENTY-FIVE DOLLARS ($25) TO TWO HUNDRED AND FIFTY DOLLARS ($250) FOR FIRST CONVICTIONS AND FROM THREE HUNDRED DOLLARS ($300) TO FIVE HUNDRED DOLLARS ($500) FOR SECOND OR SUBSEQUENT CONVICTIONS; CREATING A NEW SUBSECTION 12-6-12.4A OF ARTICLE VI OF THE UTO, EXHIBIT A TO CHAPTER 24, SFCC 1987 TO DEFINE, CRIMINALIZE, AND PENALIZE "AGGRESSIVE DRIVING"; AMENDING THE UTO'S SCHEDULE A TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE TO INCREASE CERTAIN PENALTIES, TO SPECIFY THAT ALL RECKLESS DRIVING FINES, AGGRESSIVE DRIVING FINES, AS WELL AS ALL SCHEDULE A PENALTIES (EXCEPT FOR THOSE DEDICATED TO TRAFFIC CALMING) SHALL BE SPLIT EQUALLY BETWEEN THE LAW ENFORCEMENT FUND AND THE FIRE SUPPORT SERVICES FUND, AND TO REQUIRE A MANDATORY COURT APPEARANCE FOR VIOLATIONS RELATED TO

underscored material = new [~~bracketed material~~] = delete

AGGRESSIVE DRIVING; CREATING A NEW SUBSECTION 12-6-12.25 OF ARTICLE VI "ENGAGING IN PROLONGED, DELIBERATE, AND/OR EXCESSIVE TAILING OF ANOTHER VEHICLE" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME; CREATING A NEW SUBSECTION 12-6-12.26 OF ARTICLE VI "UNSAFE SUDDEN STOPS" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME; CREATING A NEW SUBSECTION 12-6-12.27 OF ARTICLE VI "THROWING ITEMS OUTSIDE OF VEHICLE AT ANOTHER VEHICLE OR AT A PEDESTRIAN" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME.

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

Section 1. Section 12-6-12.3 of the Uniform Traffic Ordinance, Exhibit A, Section 24, of SFCC 1987 (being Ordinance No. 2011-25, § 5) is hereby amended to read:

12-6-12.3 – Reckless Driving.

A. Any person who drives any vehicle carelessly and heedlessly in willful or wanton disregard of the rights or safety of others and without due caution and circumspection and at a speed or in a manner so as to endanger or be likely to endanger any person or property is guilty of reckless driving.

B. A person operating a motor vehicle shall not endanger a bicyclist.

C. Every person convicted of reckless driving shall be punished:

1) Upon a first conviction by imprisonment for not less than five days nor more than ninety days, or by a fine of [~~not less than twenty-five dollars ($25.00) nor more than one hundred dollars ($100.00~~] $250.00), or both; and

2) On a second or subsequent conviction by imprisonment for not less than ten days nor more than ninety days, or by a fine of [~~not less than fifty dollars ($50.00) nor more than three hundred dollars ($300.00~~] ($500), or both. (66-8-113 NMSA, 1978)

3) All fines collected for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services.

Section 2. [NEW MATERIAL] A new Section 12-6-12.4A of the Uniform Traffic Ordinance, Exhibit A, Section 24, of SFCC 1987 is hereby ordained to read:

12-6-12.4A - AGGRESSIVE DRIVING.

A. Any person who during the course of conduct operates a vehicle in a manner that endangers or is likely to endanger people or property is guilty of aggressive driving if during the course of conduct, the person commits two or more of the following violations:

(1) Failure to obey traffic-control devices, Section 12-5-3;

(2) Failure to comply with rules to safely overtake a vehicle on the left as described in Sections 12-6-2.3, 12-6-2.4, and 12-6-2.5;

(3) Failure to drive on streets laned for traffic as described in Section 12-6-2.12;

(4) Following too closely, Section 12-6-2.13;

(5) Failure to yield right of way, Section 12-6-4;

(6) Engaging in prohibited activities while driving, Section 12-6-12.18;

(7) Racing on streets, Section 12-6-12.19;

(8) Engaging in prolonged, deliberate, or excessive tailing of another vehicle, Section 12-6-12.25;

(9) Unsafe sudden stops, Section 12-6-12.26; and/or

(10) Throwing items outside of vehicle at another vehicle or at a pedestrian, Section 12-6-12.27.

B. For the purposes of this section, “course of conduct” means a series of acts committed

during a single, continuous period of driving.

C. Every person convicted of aggressive driving shall be required to comply with a mandatory court appearance and shall be punished as follows:

(1) Unless otherwise specified in Schedule A of the Uniform Traffic Ordinance, SFCC 1987, upon a first conviction by a fine of two hundred fifty dollars ($250);

(2) Upon a second conviction by imprisonment for seven days, and a fine of five hundred dollars ($500);

(3) Upon a third conviction by imprisonment for fourteen days and a fine of five hundred dollars ($500); and

(4) Upon subsequent convictions by imprisonment for ninety days and a fine of five hundred dollars ($500).

D. If the person convicted of aggressive driving is determined to be indigent, the court shall permit the individual to perform community service in lieu of payment of fines; however, this does not prevent the court from sentencing the person to jail, if applicable.

E. All fines collected for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services.

Section 3. [NEW MATERIAL] A new Subsection 12-6-12.25 of Article VI of the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.25 – ENGAGING IN PROLONGED, DELIBERATE, AND/OR EXCESSIVE TAILING OF ANOTHER VEHICLE.

No person shall change their route, direction, or course of travel in order to aggressively follow another vehicle such that the following is prolonged, excessive, and/or deliberate.

Section 4. [NEW MATERIAL] A new Section 12-6-12.26 of Article VI of the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.26 – UNSAFE SUDDEN STOPS.

No person shall suddenly apply their brakes while another driver is following in a manner that unnecessarily impedes or obstructs the normal and reasonable flow of traffic, except when the stop is required for safe operation of the vehicle or to comply with the law.

Section 5. [NEW MATERIAL] A new Section 12-6-12.27 of Article VI the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.27 – THROWING ITEMS OUTSIDE OF VEHICLE AT ANOTHER VEHICLE OR AT A PEDESTRIAN.

No person shall throw, toss, or otherwise project any object or substance from a vehicle, whether the vehicle is moving or stopped, at another vehicle or at any pedestrian, bicyclist, or other person using the roadway.

Section 6. Schedule A of Exhibit A of Chapter 24 (Uniform Traffic Ordinance) of SFCC 1987 (being Ordinance No. 2025-6 as amended) is amended to read:

SECTION 1.

This Exhibit may be cited as the city of Santa Fe traffic violation penalty assessment schedule for violations of the city of Santa Fe Uniform Traffic Code except those violations relating to parking which are set forth as Exhibit B of the city of Santa Fe Uniform Traffic Code.

SECTION 2.

"Penalty assessment petty misdemeanor" means violation of the following listed sections of the city of Santa Fe Uniform Traffic Code for which the listed penalty assessment is established. The term "penalty assessment petty misdemeanor" does not include any violation which has caused or contributed to the cause of an accident resulting in injury or death to any person. When an alleged violator of a penalty assessment petty misdemeanor elects to accept a notice to appear in lieu of a notice of penalty assessment, the fine imposed upon later conviction shall not exceed the penalty assessment established for the particular penalty assessment petty misdemeanor and probation imposed upon a suspended or deferred sentence may include community service as contemplated

in Section 1-3.1 and shall not exceed ninety days.

COMMON NAME OF OFFENSE	**SECTION VIOLATED**	**PENALTY ASSESSMENT**
Obedience [~~T~~]to Traffic-Control Devices/Failure [~~T~~]to Stop	12-5-3	$25.00
Red Light	12-5-6	$25.00
Pedestrian Controls	12-5-7	$25.00
Flashing Signals	12-5-8	$25.00
Display of Unauthorized Signs, Signals, or Markings	12-5-10	$25.00
Basic (Speeding) Rule	12-6-1.1	$25.00
Speed Limits	12-6-1.2	
A. The following apply outside a school zone:		
Up to and including 10 miles an hour over speed limit		$15.00
From 11 up to and including 15 miles an hour over speed limit		$30.00
From 16 up to and including 20 miles an hour over speed limit		$65.00
From 21 up to and including 25 miles an hour over speed limit		$100.00
From 26 up to and including 30 miles an hour over the speed limit		$125.00
From 31 up to and including 35 miles an hour over the speed limit		$150.00
More than 35 miles an hour over the speed limit		$200.00
B. In a school zone	12-6-1.2A	$171.00
C. In a construction zone: The penalty assessment for speeding in violation of Section 12-6-1.2 (4) of the city of Santa Fe traffic ordinance is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit		

D. In a pedestrian zone. The penalty assessment for speeding in violation of the posted speed limit in a designated pedestrian zone is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit.		
Minimum Speed Regulations	12-6-1.5	$25.00
Driving [~~O~~]on Right Side [~~O~~]of Street	12-6-2.1	$25.00
Overtaking [~~A~~]a Vehicle [~~O~~]on [~~T~~]the Left	12-6-2.3	$25.00
Limitations [~~O~~]on Overtaking [~~O~~]on [~~T~~]the Left	12-6-2.4	$25.00
Overtaking [~~A~~]a Vehicle [~~O~~]on [~~T~~]the Right	12-6-2.6	$25.00
No Passing Zones/Restrictions [~~O~~]on Passing	12-6-2.7	$25.00
Streets Laned [~~F~~]for Traffic	12-6-2.12	$25.00
Following [~~T~~]too Closely	12-6-2.13	$25.00
Driving [~~O~~]on Divided Streets	12-6-2.14	$25.00
Driving Vehicle [~~O~~]on [~~O~~]or Across Bicycle Lane [~~O~~]or Path	12-6-2.17	$25.00
Turning Left [~~A~~]at Intersection	12-6-4.2	$25.00
Entering Stop/Yield Intersection/Failure [~~T~~]to Yield	12-6-4.3	$25.00
Required Position/Method of Turning/Improper Turn	12-6-5.1	$25.00
Obedience [~~T~~]to No-Turn Signs	12-6-5.4	$25.00
Limitations [~~O~~]on Turning Around/Illegal U-Turn	12-6-5.5	$25.00
Starting [~~A~~]a Parked Vehicle	12-6-5.7	$25.00
Turn/Stop Movements	12-6-5.8	$25.00
Failure [~~T~~]to Signal	12-6-5.9	$25.00
Motorist Turning Across Bicycle Lane	12-6-5.11	$25.00

Stopping, Standing & Parking	12-6-6	See Exhibit B
Special Stops Required	12-6-7 (Excluding 12-6-7.3, 12-6-7.4, 12-6-7.5 and 12-6-7.7)	$25.00
Stopping [~~F~~]for School Bus	12-6-7.3	$100.00
Failure [~~T~~]to Stop [~~A~~]at Railroad Crossing	12-6-7.5 and 12-6-7.7	$150.00
Operators and Chauffeurs Must Be Licensed	12-6-12.5	$25.00
Driving While License Suspended/Administratively Suspended	12-6-12.6 and 12-6-12.6A	$25.00
Driving While License Revoked	12-6-12.6B	$300-$500
Unattended Motor Vehicle	12-6-12.8	$25.00
Limitations [~~O~~]on Backing	12-6-12.9	$25.00
Restriction [~~O~~]on Use of Video [~~I~~]in Motor Vehicles	12-6-12.11	$25.00
Coasting Prohibited	12-6-12.12	$25.00
Prohibited Activities While Driving (including hand held mobile communication device use)	12-6-12.18	$200.00
Mobile communication device use while driving in a school zone	12-6-12.18	$300.00
For subsequent violation		$500
Permitting Unauthorized Persons [~~T~~]to Drive	12-6-12.23	$25.00
Prolonged, deliberate, or excessive tailing of another vehicle	12-6-12.25	$250
for subsequent violations		$500
Unsafe, Sudden Stops, 1st offense	12-6-12.26	$250
for subsequent violations		$500
Throwing Items Outside of Vehicle at Another Vehicle	12-6-12.27	$250

or at a Pedestrian, 1st offense		
for subsequent violations		$500
Destructive Material [~~O~~]on Roadway/Failure [~~T~~]to Secure Load	12-6-13.5	$100.00
Improper Opening [~~O~~]of Doors	12-6-13.8	$25.00
Child Restraint Device [~~O~~]or Safety Belt	12-6-13.12	$100.00
Mandatory Use [~~O~~]of Seat Belts	12-6-13.13	$100.00
Open Container, 1st Offense	12-6-13.14	$100.00
for subsequent violations		mandatory court appearance
Jaywalking	12-6 13.15 through 12-6-14.8	$25.00
Littering	12-6-13.15	$300.00
Unsafe Median Use	12-6-14.9	$25.00
Windshield	12-10-1.12	$25.00
When Lighted Lamps [~~A~~]are Required	12-10-1.3	$25.00
Headlamps [~~O~~]on Vehicles	12-10-1.5	$25.00
Dimming [~~O~~]of Lights	12-10-1.6	$25.00
Tail Lamps	12-10-1.7, except 12-10-1.7C	$25.00
Plate Light Required	12-10-1.7C.	$10.00
Stop Lamps/Brake Lamps	12-10-1.9	$25.00
Mufflers, Prevention [~~O~~]of Noise	12-10-1.10	$500.00
Lamp or Flag on Projecting Load	12-10-1.11	$25.00
Windshield Must be Unobstructed and Equipped with Wipers and Windows Must be Transparent	12-10-1.12	$25.00

Tinted Windows	12-10-1.12A	$25.00
Unsafe Equipment (Brakes)	12-10-1.16	$25.00
Display of Current Valid Registration Plate	12-10-4	$25.00

SECTION 3. MANDATORY COURT APPEARANCES.

Violations of the following listed sections of the city of Santa Fe Uniform Traffic Code require a mandatory court appearance:

Leaving the Scene of an Accident	12-4-2
Failure to Render Aid/Duty to Give Info	12-4-3
Immediate Notice of Accident	12-4-6
Failure to Yield to Emergency Vehicle	12-6-7.4
Reckless Driving	12-6-12.3
Careless Driving/Driver Inattention	12-6-12.4
Aggressive Driving	12-6-12.4A
Operator/Chauffeur Licenses Required	12-6-12.5
Unlawful Use of License (Revoked)	12-6-12.6
Unlawful Use of License (Suspended)	12-6-12.6
Fleeing or Attempting to Elude an Officer	12-6-12.7
Racing on Streets/Drag Racing/Exhibition of Speed	12-6-12.19
Open Container 2 nd , 3 rd , etc.	12-6-13.14
Off-Highway Motor Vehicles (ATV)	12-7-9 through 12-7-9.6
Display of Current Registration	12-10-4
Evidence of Registration	12-10-5
Mandatory Financial Responsibility (Insurance)	12-10-6

SECTION 4. TRAFFIC CALMING FEES.

A. Persons violating speed limits within the city have created a need for traffic calming. The governing body has determined that those persons violating the speed limits should pay additional fees. The purpose of the additional fees is to discourage speeding within the city and to provide funds for the city's traffic calming program.

B. The city hereby imposes a traffic calming fee equal to the maximum fine (excluding court fees) to be paid by any person convicted of a speeding violation as set forth in the Uniform Traffic Ordinance as adopted by the city, the total of which shall not exceed the jurisdictional limits of the court. The traffic calming fee applies to all violations of Section 12-6-1.2, but the traffic calming fee is not doubled.

C. The traffic calming fee shall be collected by the municipal court for funding the city's traffic calming program. The amount of fees collected shall not decrease the amount of money allocated to the traffic calming program through the current fiscal year Capital Improvement Program bonding process.

D. The governing body shall review the results of this subsection including the amount of fees which have been collected and the amount of police overtime because of this subsection. The municipal court shall provide the governing body with the appropriate statistics to review this subsection.

SECTION 5. <u>POLICE AND FIRE RESILIENCY FUNDS</u>

<u>Consistent with NMSA 1978, sec. 35-15-12, all fees collected for violations of the city of Santa Fe's Uniform Traffic Ordinance, Schedule A and for Aggressive Driving, SFCC 1987, Section 12-6-12.4A, shall be allocated, fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services Fund, with the exception of fines collected for speeding, which are allocated to the Traffic Calming Program as described in Section 4 above.</u>

SECTION [~~5~~] <u>6</u>. MUNICIPAL COURT FEES.

In addition to the penalty assessment established pursuant to this Exhibit, there shall be assessed the municipal court fees for each penalty assessment petty misdemeanor as set forth in Section 1-3.2 SFCC 1987.

SECTION [~~6~~] 7. PENALTY ASSESSMENT PETTY MISDEMEANORS; OPTION; EFFECT.

A. Unless a warning notice is given, at the time of making an arrest for any penalty assessment petty misdemeanor, the arresting officer shall offer the alleged violator the option of accepting a penalty assessment. The violator's signature on the penalty assessment notice constitutes an acknowledgement of guilt of the offense stated in the notice, and payment of the prescribed penalty assessment is a complete satisfaction of the violation.

B. Payment of any penalty assessment shall be made by mail to the Municipal Court, City of Santa Fe, P.O. Box 909, Santa Fe, New Mexico, 87504-0909 within 30 days from the date of arrest. Payments of penalty assessments are timely if postmarked within the time limits set from the date of arrest. The Municipal Court shall issue a receipt when a penalty assessment is paid by currency, but a check or money order tendered by the violator upon which payment is received is sufficient receipt.

C. No record of any penalty assessment payment is admissible as evidence in any court in any civil action.

SECTION [~~7~~] 8. FAILURE TO PAY PENALTY ASSESSMENT.

A. If a penalty assessment is not paid within 30 days from the date of arrest, the violator shall be prosecuted for the violation charged on the penalty assessment notice in a manner as if the penalty assessment notice had not been issued. Upon conviction in such prosecution, the court shall impose penalties as provided for by the New Mexico Uniform Traffic Ordinance (Section 12-12-1.1), or other law relating to motor vehicles for the particular offense charge, and the scheduled penalty assessment shall not apply.

B. In addition to the prosecution provided for in Section A above, it is a petty misdemeanor for any person who has elected to pay a penalty assessment to fail to do so within 30 days from the date of arrest.

C. The municipal court shall not notify the motor vehicle division of the state of New Mexico when a person fails to pay a penalty assessment within the required period of time.

SECTION [~~8~~] 9. VIOLATIONS NOT LISTED ON PENALTY ASSESSMENT SCHEDULE. This traffic violation penalty assessment schedule does not apply to traffic violations not listed above which are petty misdemeanors. Such violations mandate a court appearance with a fine of up to three hundred dollars ($300.00) and up to 90 days in jail.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

APPROVED AS TO FORM:

Marcos D. Martinez
Marcos D. Martinez (Apr 24, 2026 14:48:05 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Bill/2026-9(B)/Defining Aggressive Driving

FIR No. 10615.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Defining Aggressive Driving and Establishing Penalties

Sponsor(s): Councilor Pilar Faulkner, Councilor Amanda Chavez, and Councilor Lee Garcia

Reviewing Department(s): Finance Department, City Attorney's Office, Police Department, Fire Department

Staff Completing FIR: Ben Valdez, Deputy Chief of Police

Date: 4/16/2026 **Phone:** (505) 955-5040

Reviewed by City Attorney: Marcos D. Martinez Marcos D. Martinez (Apr 24, 2026 14:48:05 MDT) **Date:** 04/24/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Apr 24, 2026 14:50:43 MDT) **Date:** 04/24/2026

Summary:

The adoption of this bill would create a new subsection of Article VI of the Uniform Traffic Ordinance ("UTO"), Exhibit A of Chapter 24 of SFCC 1987 to define, criminalize, and penalize "aggressive driving". It specifies that every person convicted of aggressive driving shall be required to comply with a mandatory court appearance and be punished as follows:

1) Upon a first conviction by fine of two hundred and fifty dollars ($250);
2) Upon a second conviction, by imprisonment for seven days, and by a fine of five hundred dollars ($500);
3) Upon a third conviction, by imprisonment for fourteen days and a fine of five hundred dollars ($500);
4) Upon subsequent convictions, imprisonment for ninety days and a fine of five hundred dollars ($500).

The bill includes a provision specifying that the court shall permit people who are convicted of aggressive driving and who are determined to be indigent to perform community service in lieu of payment of fines; however, this does not prevent the court from sentencing the person to jail, if applicable.

Additionally, the bill amends Article VI of the UTO, Subsection 12-6-12.3, SFCC 1987, "Reckless Driving," to accomplish the following changes to the reckless driving fines:

1) Eliminates the concept of minimum penalties;
2) Upon first conviction, raises the maximum penalty from twenty-five dollars ($25) to two hundred and fifty dollars ($250);
3) Upon second conviction, raises the maximum penalty from three hundred dollars ($300) to five hundred dollars ($500).

Lastly, the bill creates a section in the UTO called the "Police and Fire Resiliency Funds". Upon adoption of the ordinance, and in compliance with Section 2-2.4, SFCC 1987, all fines collected for violations of the UTO, Schedule A, for aggressive driving, and for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty (50%) to the Fire Support Services Fund, with the exception of fines

collected for speeding (which are allocated toward the Traffic Calming Program).

Departments Affected:
City of Santa Fe's Police Department, Fire Department, and Finance Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, aggressive driving will not be defined as a punishable offense in the City of Santa Fe's Municipal Code, nor will the fines for reckless driving, aggressive driving, and all fines listed on Schedule A of the UTO be allocated to the Law Enforcement Fund and the Fire Services Support Fund.

Performance and Administrative Implications:
The Police Department will maintain statistics for the number of violations for aggressive driving when a citation is issued, including the underlying offenses that make the incident rise to the level of aggressive driving. The statistics will be presented annually in the Traffic Unit's portion of the Police Department's Annual Report. The Police Department will also conduct enforcement and education to improve the safety of our roads to make drivers aware of the consequences of aggressive driving.

Fiscal Implications:
***The fees generated from the UTO's Schedule A in fiscal year 2025 totaled approximately $124,000. If we continue this trend, we can anticipate a similar collection rate in funds from Schedule A, absent any significant changes. With the implementation of the Ordinance, the City may see a small increase in revenue associated with aggressive driving violations. On a fund level, the General Fund would see a small decrease in revenue due to the reallocation of fine revenue to the Law Enforcement and Fire Support Services Funds, both of which would see a positive impact respectively due to the collection of fees from Schedule A, fees from reckless driving, as well as fees collected from aggressive driving fines.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

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

Revenue Narrative:

***See "Fiscal Implications" narrative above.

Signature:

Email: tjgrundler@santafenm.gov

Signature:

Email: bpvaldez@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2026-9

Defining Aggressive Driving and Establishing Penalties

Mayor and Members of the City Council:

In relation to Bill No. 2026-9.

This amendment WILL change the caption. _____

This amendment WILL NOT change the caption. ___X__

I intend to propose the following amendment(s),

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-9

INTRODUCED BY:

Councilor Pilar Faulkner

Councilor Lee Garcia

Councilor Amanda Chavez

AMENDMENT A – RED - Councilor Feghali

A BILL

AMENDING SUBSECTION 12-6-12.3 OF ARTICLE VI OF THE UNIFORM TRAFFIC ORDINANCE ("UTO") TO ELIMINATE MINIMUM PENALTIES FOR RECKLESS

underscored material = new [~~bracketed material~~] = delete

DRIVING AND RAISING MAXIMUM PENALTIES FROM TWENTY-FIVE DOLLARS ($25) TO TWO HUNDRED AND FIFTY DOLLARS ($250) FOR FIRST CONVICTIONS AND FROM THREE HUNDRED DOLLARS ($300) TO FIVE HUNDRED DOLLARS ($500) FOR SECOND OR SUBSEQUENT CONVICTIONS; CREATING A NEW SUBSECTION 12-6-12.4A OF ARTICLE VI OF THE UTO, EXHIBIT A TO CHAPTER 24, SFCC 1987 TO DEFINE, CRIMINALIZE, AND PENALIZE "AGGRESSIVE DRIVING"; AMENDING THE UTO'S SCHEDULE A TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE TO INCREASE CERTAIN PENALTIES, TO SPECIFY THAT ALL RECKLESS DRIVING FINES, AGGRESSIVE DRIVING FINES, AS WELL AS ALL SCHEDULE A PENALTIES (EXCEPT FOR THOSE DEDICATED TO TRAFFIC CALMING) SHALL BE SPLIT EQUALLY BETWEEN THE LAW ENFORCEMENT FUND AND THE FIRE SUPPORT SERVICES FUND, AND TO REQUIRE A MANDATORY COURT APPEARANCE FOR VIOLATIONS RELATED TO AGGRESSIVE DRIVING; CREATING A NEW SUBSECTION 12-6-12.25 OF ARTICLE VI "ENGAGING IN PROLONGED, DELIBERATE, AND/OR EXCESSIVE TAILING OF ANOTHER VEHICLE" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME; CREATING A NEW SUBSECTION 12-6-12.26 OF ARTICLE VI "UNSAFE SUDDEN STOPS" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME; CREATING A NEW SUBSECTION 12-6-12.27 OF ARTICLE VI "THROWING ITEMS OUTSIDE OF VEHICLE AT ANOTHER VEHICLE OR AT A PEDESTRIAN" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME.

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

Section 1. Section 12-6-12.3 of the Uniform Traffic Ordinance, Exhibit A, Section 24, of SFCC 1987 (being Ordinance No. 2011-25, § 5) is hereby amended to read:

12-6-12.3 – Reckless Driving.

A. Any person who drives any vehicle carelessly and heedlessly in willful or wanton disregard of the rights or safety of others and without due caution and circumspection and at a speed or in a manner so as to endanger or be likely to endanger any person or property is guilty of reckless driving.

B. A person operating a motor vehicle shall not endanger a bicyclist.

C. Every person convicted of reckless driving shall be punished:

1) Upon a first conviction by imprisonment for not less than five days nor more than ninety days, or by a fine of [~~not less than twenty-five dollars ($25.00) nor more than one hundred dollars ($100.00~~] $250.00), or both; and

2) On a second or subsequent conviction by imprisonment for not less than ten days nor more than ninety days, or by a fine of [~~not less than fifty dollars ($50.00) nor more than three hundred dollars ($300.00~~] ($500), or both. (66-8-113 NMSA, 1978)

3) All fines collected for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services.

Section 2. [NEW MATERIAL] A new Section 12-6-12.4A of the Uniform Traffic Ordinance, Exhibit A, Section 24, of SFCC 1987 is hereby ordained to read:

12-6-12.4A - AGGRESSIVE DRIVING.

A. Any person who during the course of conduct operates a vehicle in a manner that endangers or is likely to endanger people or property is guilty of aggressive driving if during the course of conduct, the person commits two or more of the following violations:

(1) Failure to obey traffic-control devices, Section 12-5-3;

(2) Failure to comply with rules to safely overtake a vehicle on the left as described in Sections 12-6-2.3, 12-6-2.4, and 12-6-2.5;

(3) Failure to drive on streets laned for traffic as described in Section 12-6-2.12;

(4) Following too closely, Section 12-6-2.13;

(5) Failure to yield right of way, Section 12-6-4;

(6) Engaging in prohibited activities while driving, Section 12-6-12.18;

(7) Racing on streets, Section 12-6-12.19;

(8) Engaging in prolonged, deliberate, or excessive tailing of another vehicle, Section 12-6-12.25;

(9) Unsafe sudden stops, Section 12-6-12.26; and/or

(10) Throwing items outside of vehicle at another vehicle or at any pedestrian, bicyclist, or other person using the roadway, Section 12-6-12.27.

B. For the purposes of this section, "course of conduct" means a series of acts committed during a single, continuous period of driving.

C. Every person convicted of aggressive driving shall be required to comply with a mandatory court appearance and shall be punished as follows:

(1) Unless otherwise specified in Schedule A of the Uniform Traffic Ordinance, SFCC 1987, upon a first conviction by a fine of two hundred fifty dollars ($250);

(2) Upon a second conviction by imprisonment for seven days, and a fine of five hundred dollars ($500);

(3) Upon a third conviction by imprisonment for fourteen days and a fine of five hundred dollars ($500); and

(4) Upon subsequent convictions by imprisonment for ninety days and a fine of five hundred dollars ($500).

D. If the person convicted of aggressive driving is determined to be indigent, the court shall

permit the individual to perform community service in lieu of payment of fines; however, this does not prevent the court from sentencing the person to jail, if applicable.

E. All fines collected for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services.

Section 3. [NEW MATERIAL] A new Subsection 12-6-12.25 of Article VI of the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.25 – ENGAGING IN PROLONGED, DELIBERATE, AND/OR EXCESSIVE TAILING OF ANOTHER VEHICLE.

No person shall change their route, direction, or course of travel in order to aggressively follow another vehicle such that the following is prolonged, excessive, and/or deliberate.

Section 4. [NEW MATERIAL] A new Section 12-6-12.26 of Article VI of the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.26 – UNSAFE SUDDEN STOPS.

No person shall suddenly apply their brakes while another driver is following in a manner that unnecessarily impedes or obstructs the normal and reasonable flow of traffic, except when the stop is required for safe operation of the vehicle or to comply with the law.

Section 5. [NEW MATERIAL] A new Section 12-6-12.27 of Article VI the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.27 – THROWING ITEMS OUTSIDE OF VEHICLE AT ANOTHER VEHICLE OR AT A PEDESTRIAN.

No person shall throw, toss, or otherwise project any object or substance from a vehicle, whether the vehicle is moving or stopped, at another vehicle or at any pedestrian, bicyclist, or other person using the roadway.

Section 6. Schedule A of Exhibit A of Chapter 24 (Uniform Traffic Ordinance) of SFCC 1987 (being Ordinance No. 2025-6 as amended) is amended to read:

SECTION 1.

This Exhibit may be cited as the city of Santa Fe traffic violation penalty assessment schedule for violations of the city of Santa Fe Uniform Traffic Code except those violations relating to parking which are set forth as Exhibit B of the city of Santa Fe Uniform Traffic Code.

SECTION 2.

"Penalty assessment petty misdemeanor" means violation of the following listed sections of the city of Santa Fe Uniform Traffic Code for which the listed penalty assessment is established. The term "penalty assessment petty misdemeanor" does not include any violation which has caused or contributed to the cause of an accident resulting in injury or death to any person. When an alleged violator of a penalty assessment petty misdemeanor elects to accept a notice to appear in lieu of a notice of penalty assessment, the fine imposed upon later conviction shall not exceed the penalty assessment established for the particular penalty assessment petty misdemeanor and probation imposed upon a suspended or deferred sentence may include community service as contemplated in Section 1-3.1 and shall not exceed ninety days.

COMMON NAME OF OFFENSE	**SECTION VIOLATED**	**PENALTY ASSESSMENT**
Obedience [~~T~~]to Traffic-Control Devices/Failure [~~T~~]to Stop	12-5-3	$25.00
Red Light	12-5-6	$25.00
Pedestrian Controls	12-5-7	$25.00
Flashing Signals	12-5-8	$25.00
Display of Unauthorized Signs, Signals, or Markings	12-5-10	$25.00
Basic (Speeding) Rule	12-6-1.1	$25.00
Speed Limits	12-6-1.2	

A. The following apply outside a school zone:		
Up to and including 10 miles an hour over speed limit		$15.00
From 11 up to and including 15 miles an hour over speed limit		$30.00
From 16 up to and including 20 miles an hour over speed limit		$65.00
From 21 up to and including 25 miles an hour over speed limit		$100.00
From 26 up to and including 30 miles an hour over the speed limit		$125.00
From 31 up to and including 35 miles an hour over the speed limit		$150.00
More than 35 miles an hour over the speed limit		$200.00
B. In a school zone	12-6-1.2A	$171.00
C. In a construction zone: The penalty assessment for speeding in violation of Section 12-6-1.2 (4) of the city of Santa Fe traffic ordinance is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit		
D. In a pedestrian zone. The penalty assessment for speeding in violation of the posted speed limit in a designated pedestrian zone is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit.		
Minimum Speed Regulations	12-6-1.5	$25.00
Driving [~~O~~]on Right Side [~~O~~]of Street	12-6-2.1	$25.00
Overtaking [~~A~~]a Vehicle [~~O~~]on [~~T~~]the Left	12-6-2.3	$25.00
Limitations [~~O~~]on Overtaking [~~O~~]on [~~T~~]the Left	12-6-2.4	$25.00
Overtaking [~~A~~]a Vehicle [~~O~~]on [~~T~~]the Right	12-6-2.6	$25.00
No Passing Zones/Restrictions [~~O~~]on Passing	12-6-2.7	$25.00
Streets Laned [~~F~~]for Traffic	12-6-2.12	$25.00

Following [~~T~~]too Closely	12-6-2.13	$25.00
Driving [~~O~~]on Divided Streets	12-6-2.14	$25.00
Driving Vehicle [~~O~~]on [~~O~~]or Across Bicycle Lane [~~O~~]or Path	12-6-2.17	$25.00
Turning Left [~~A~~]at Intersection	12-6-4.2	$25.00
Entering Stop/Yield Intersection/Failure [~~T~~]to Yield	12-6-4.3	$25.00
Required Position/Method of Turning/Improper Turn	12-6-5.1	$25.00
Obedience [~~T~~]to No-Turn Signs	12-6-5.4	$25.00
Limitations [~~O~~]on Turning Around/Illegal U-Turn	12-6-5.5	$25.00
Starting [~~A~~]a Parked Vehicle	12-6-5.7	$25.00
Turn/Stop Movements	12-6-5.8	$25.00
Failure [~~T~~]to Signal	12-6-5.9	$25.00
Motorist Turning Across Bicycle Lane	12-6-5.11	$25.00
Stopping, Standing & Parking	12-6-6	See Exhibit B
Special Stops Required	12-6-7 (Excluding 12-6-7.3, 12-6-7.4, 12-6-7.5 and 12-6-7.7)	$25.00
Stopping [~~F~~]for School Bus	12-6-7.3	$100.00
Failure [~~T~~]to Stop [~~A~~]at Railroad Crossing	12-6-7.5 and 12-6-7.7	$150.00
Operators and Chauffeurs Must Be Licensed	12-6-12.5	$25.00
Driving While License Suspended/Administratively Suspended	12-6-12.6 and 12-6-12.6A	$25.00
Driving While License Revoked	12-6-12.6B	$300-$500
Unattended Motor Vehicle	12-6-12.8	$25.00
Limitations [~~O~~]on Backing	12-6-12.9	$25.00

Restriction [~~O~~]on Use of Video [~~I~~]in Motor Vehicles	12-6-12.11	$25.00
Coasting Prohibited	12-6-12.12	$25.00
Prohibited Activities While Driving (including hand held mobile communication device use)	12-6-12.18	$200.00
Mobile communication device use while driving in a school zone	12-6-12.18	$300.00
For subsequent violation		$500
Permitting Unauthorized Persons [~~T~~]to Drive	12-6-12.23	$25.00
Prolonged, deliberate, or excessive tailing of another vehicle	12-6-12.25	$250
for subsequent violations		$500
Unsafe, Sudden Stops, 1st offense	12-6-12.26	$250
for subsequent violations		$500
Throwing Items Outside of Vehicle at Another Vehicle or at a Pedestrian, 1st offense	12-6-12.27	$250
for subsequent violations		$500
Destructive Material [~~O~~]on Roadway/Failure [~~T~~]to Secure Load	12-6-13.5	$100.00
Improper Opening [~~O~~]of Doors	12-6-13.8	$25.00
Child Restraint Device [~~O~~]or Safety Belt	12-6-13.12	$100.00
Mandatory Use [~~O~~]of Seat Belts	12-6-13.13	$100.00
Open Container, 1st Offense	12-6-13.14	$100.00
for subsequent violations		mandatory court appearance
Jaywalking	12-6 13.15 through 12-6-14.8	$25.00
Littering	12-6-13.15	$300.00
Unsafe Median Use	12-6-14.9	$25.00

Windshield	12-10-1.12	$25.00
When Lighted Lamps [~~A~~]are Required	12-10-1.3	$25.00
Headlamps [~~O~~]on Vehicles	12-10-1.5	$25.00
Dimming [~~O~~]of Lights	12-10-1.6	$25.00
Tail Lamps	12-10-1.7, except 12-10-1.7C	$25.00
Plate Light Required	12-10-1.7C.	$10.00
Stop Lamps/Brake Lamps	12-10-1.9	$25.00
Mufflers, Prevention [~~O~~]of Noise	12-10-1.10	$500.00
Lamp or Flag on Projecting Load	12-10-1.11	$25.00
Windshield Must be Unobstructed and Equipped with Wipers and Windows Must be Transparent	12-10-1.12	$25.00
Tinted Windows	12-10-1.12A	$25.00
Unsafe Equipment (Brakes)	12-10-1.16	$25.00
Display of Current Valid Registration Plate	12-10-4	$25.00

SECTION 3. MANDATORY COURT APPEARANCES.

Violations of the following listed sections of the city of Santa Fe Uniform Traffic Code require a mandatory court appearance:

Leaving the Scene of an Accident	12-4-2
Failure to Render Aid/Duty to Give Info	12-4-3
Immediate Notice of Accident	12-4-6
Failure to Yield to Emergency Vehicle	12-6-7.4
Reckless Driving	12-6-12.3

Careless Driving/Driver Inattention	12-6-12.4
Aggressive Driving	12-6-12.4A
Operator/Chauffeur Licenses Required	12-6-12.5
Unlawful Use of License (Revoked)	12-6-12.6
Unlawful Use of License (Suspended)	12-6-12.6
Fleeing or Attempting to Elude an Officer	12-6-12.7
Racing on Streets/Drag Racing/Exhibition of Speed	12-6-12.19
Open Container 2 nd , 3 rd , etc.	12-6-13.14
Off-Highway Motor Vehicles (ATV)	12-7-9 through 12-7-9.6
Display of Current Registration	12-10-4
Evidence of Registration	12-10-5
Mandatory Financial Responsibility (Insurance)	12-10-6

SECTION 4. TRAFFIC CALMING FEES.

A. Persons violating speed limits within the city have created a need for traffic calming. The governing body has determined that those persons violating the speed limits should pay additional fees. The purpose of the additional fees is to discourage speeding within the city and to provide funds for the city's traffic calming program.

B. The city hereby imposes a traffic calming fee equal to the maximum fine (excluding court fees) to be paid by any person convicted of a speeding violation as set forth in the Uniform Traffic Ordinance as adopted by the city, the total of which shall not exceed the jurisdictional limits of the court. The traffic calming fee applies to all violations of Section 12-6-1.2, but the traffic calming fee is not doubled.

C. The traffic calming fee shall be collected by the municipal court for funding the city's traffic calming program. The amount of fees collected shall not decrease the amount of money

allocated to the traffic calming program through the current fiscal year Capital Improvement Program bonding process.

D. The governing body shall review the results of this subsection including the amount of fees which have been collected and the amount of police overtime because of this subsection. The municipal court shall provide the governing body with the appropriate statistics to review this subsection.

SECTION 5. POLICE AND FIRE RESILIENCY FUNDS

Consistent with NMSA 1978, sec. 35-15-12, all fees collected for violations of the city of Santa Fe's Uniform Traffic Ordinance, Schedule A and for Aggressive Driving, SFCC 1987, Section 12-6-12.4A, shall be allocated, fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services Fund, with the exception of fines collected for speeding, which are allocated to the Traffic Calming Program as described in Section 4 above.

SECTION [~~5~~] 6. MUNICIPAL COURT FEES.

In addition to the penalty assessment established pursuant to this Exhibit, there shall be assessed the municipal court fees for each penalty assessment petty misdemeanor as set forth in Section 1-3.2 SFCC 1987.

SECTION [~~6~~] 7. PENALTY ASSESSMENT PETTY MISDEMEANORS; OPTION; EFFECT.

A. Unless a warning notice is given, at the time of making an arrest for any penalty assessment petty misdemeanor, the arresting officer shall offer the alleged violator the option of accepting a penalty assessment. The violator's signature on the penalty assessment notice constitutes an acknowledgement of guilt of the offense stated in the notice, and payment of the prescribed penalty assessment is a complete satisfaction of the violation.

B. Payment of any penalty assessment shall be made by mail to the Municipal Court, City of Santa Fe, P.O. Box 909, Santa Fe, New Mexico, 87504-0909 within 30 days from the date

of arrest. Payments of penalty assessments are timely if postmarked within the time limits set from the date of arrest. The Municipal Court shall issue a receipt when a penalty assessment is paid by currency, but a check or money order tendered by the violator upon which payment is received is sufficient receipt.

C. No record of any penalty assessment payment is admissible as evidence in any court in any civil action.

SECTION [~~7~~] 8. FAILURE TO PAY PENALTY ASSESSMENT.

A. If a penalty assessment is not paid within 30 days from the date of arrest, the violator shall be prosecuted for the violation charged on the penalty assessment notice in a manner as if the penalty assessment notice had not been issued. Upon conviction in such prosecution, the court shall impose penalties as provided for by the New Mexico Uniform Traffic Ordinance (Section 12-12-1.1), or other law relating to motor vehicles for the particular offense charge, and the scheduled penalty assessment shall not apply.

B. In addition to the prosecution provided for in Section A above, it is a petty misdemeanor for any person who has elected to pay a penalty assessment to fail to do so within 30 days from the date of arrest.

C. The municipal court shall not notify the motor vehicle division of the state of New Mexico when a person fails to pay a penalty assessment within the required period of time.

SECTION [~~8~~] 9. VIOLATIONS NOT LISTED ON PENALTY ASSESSMENT SCHEDULE. This traffic violation penalty assessment schedule does not apply to traffic violations not listed above which are petty misdemeanors. Such violations mandate a court appearance with a fine of up to three hundred dollars ($300.00) and up to 90 days in jail.

Respectfully submitted,

Patricia Feghali

PATRICIA FEGHALI , COUNCILOR

APPROVED AS TO FORM:

Marcos D. Martinez

Marcos D. Martinez (May 15, 2026 14:38:24 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

ADOPTED: _____

NOT ADOPTED: _____

DATE:_____

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2026-XX

Defining Aggressive Driving and Establishing Penalties

Mayor and Members of the City Council:

In relation to Bill No. 2026-XX.

This amendment WILL change the caption. _X____

This amendment WILL NOT change the caption. _____

I intend to propose the following amendment(s),

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-9

INTRODUCED BY:

Councilor Pilar Faulkner

Councilor Lee Garcia

Councilor Amanda Chavez

GREEN – AMENDMENT B – Councilor Jamie Cassutt

A BILL

AMENDING SUBSECTION 12-6-12.3 OF ARTICLE VI OF THE UNIFORM TRAFFIC ORDINANCE ("UTO") TO ELIMINATE MINIMUM PENALTIES FOR RECKLESS

underscored material = new [~~bracketed material~~] = delete

DRIVING AND RAISING MAXIMUM PENALTIES FROM TWENTY-FIVE DOLLARS ($25) TO TWO HUNDRED AND FIFTY DOLLARS ($250) FOR FIRST CONVICTIONS AND FROM THREE HUNDRED DOLLARS ($300) TO FIVE HUNDRED DOLLARS ($500) FOR SECOND OR SUBSEQUENT CONVICTIONS; CREATING A NEW SUBSECTION 12-6-12.4A OF ARTICLE VI OF THE UTO, EXHIBIT A TO CHAPTER 24, SFCC 1987 TO DEFINE, CRIMINALIZE, AND PENALIZE "AGGRESSIVE DRIVING"; AMENDING THE UTO'S SCHEDULE A TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE TO INCREASE CERTAIN PENALTIES, ~~TO SPECIFY THAT ALL RECKLESS DRIVING FINES, AGGRESSIVE DRIVING FINES, AS WELL AS ALL SCHEDULE A PENALTIES (EXCEPT FOR THOSE DEDICATED TO TRAFFIC CALMING) SHALL BE SPLIT EQUALLY BETWEEN THE LAW ENFORCEMENT FUND AND THE FIRE SUPPORT SERVICES FUND, AND~~ TO REQUIRE A MANDATORY COURT APPEARANCE FOR VIOLATIONS RELATED TO AGGRESSIVE DRIVING; CREATING A NEW SUBSECTION 12-6-12.25 OF ARTICLE VI "ENGAGING IN PROLONGED, DELIBERATE, AND/OR EXCESSIVE TAILING OF ANOTHER VEHICLE" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME; CREATING A NEW SUBSECTION 12-6-12.26 OF ARTICLE VI "UNSAFE SUDDEN STOPS" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME; CREATING A NEW SUBSECTION 12-6-12.27 OF ARTICLE VI "THROWING ITEMS OUTSIDE OF VEHICLE AT ANOTHER VEHICLE OR AT A PEDESTRIAN" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME.

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

Section 1. Section 12-6-12.3 of the Uniform Traffic Ordinance, Exhibit A, Section 24, of SFCC 1987 (being Ordinance No. 2011-25, § 5) is hereby amended to read:

12-6-12.3 – Reckless Driving.

A. Any person who drives any vehicle carelessly and heedlessly in willful or wanton disregard of the rights or safety of others and without due caution and circumspection and at a speed or in a manner so as to endanger or be likely to endanger any person or property is guilty of reckless driving.

B. A person operating a motor vehicle shall not endanger a bicyclist.

C. Every person convicted of reckless driving shall be punished:

1) Upon a first conviction by imprisonment for not less than five days nor more than ninety days, or by a fine of [~~not less than twenty-five dollars ($25.00) nor more than one hundred dollars ($100.00~~] $250.00), or both; and

2) On a second or subsequent conviction by imprisonment for not less than ten days nor more than ninety days, or by a fine of [~~not less than fifty dollars ($50.00) nor more than three hundred dollars ($300.00~~] ($500), or both. (66-8-113 NMSA, 1978)

~~3) All fines collected for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services.~~

Section 2. [NEW MATERIAL] A new Section 12-6-12.4A of the Uniform Traffic Ordinance, Exhibit A, Section 24, of SFCC 1987 is hereby ordained to read:

12-6-12.4A - AGGRESSIVE DRIVING.

A. Any person who during the course of conduct operates a vehicle in a manner that endangers or is likely to endanger people or property is guilty of aggressive driving if during the course of conduct, the person commits two or more of the following violations:

(1) Failure to obey traffic-control devices, Section 12-5-3;

(2) Failure to comply with rules to safely overtake a vehicle on the left as described in Sections 12-6-2.3, 12-6-2.4, and 12-6-2.5;

(3) Failure to drive on streets laned for traffic as described in Section 12-6-2.12;

(4) Following too closely, Section 12-6-2.13;

(5) Failure to yield right of way, Section 12-6-4;

(6) Engaging in prohibited activities while driving, Section 12-6-12.18;

(7) Racing on streets, Section 12-6-12.19;

(8) Engaging in prolonged, deliberate, or excessive tailing of another vehicle, Section 12-6-12.25;

(9) Unsafe sudden stops, Section 12-6-12.26; and/or

(10) Throwing items outside of vehicle at another vehicle or at a pedestrian, Section 12-6-12.27.

B. For the purposes of this section, "course of conduct" means a series of acts committed during a single, continuous period of driving.

C. Every person convicted of aggressive driving shall be required to comply with a mandatory court appearance and shall be punished as follows:

(1) Unless otherwise specified in Schedule A of the Uniform Traffic Ordinance, SFCC 1987, upon a first conviction by a fine of two hundred fifty dollars ($250);

(2) Upon a second conviction by imprisonment for seven days, and a fine of five hundred dollars ($500);

(3) Upon a third conviction by imprisonment for fourteen days and a fine of five hundred dollars ($500); and

(4) Upon subsequent convictions by imprisonment for ninety days and a fine of five hundred dollars ($500).

D. If the person convicted of aggressive driving is determined to be indigent, the court shall

permit the individual to perform community service in lieu of payment of fines; however, this does not prevent the court from sentencing the person to jail, if applicable.

E. All fines collected for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services.

Section 3. [NEW MATERIAL] A new Subsection 12-6-12.25 of Article VI of the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.25 – ENGAGING IN PROLONGED, DELIBERATE, AND/OR EXCESSIVE TAILING OF ANOTHER VEHICLE.

No person shall change their route, direction, or course of travel in order to aggressively follow another vehicle such that the following is prolonged, excessive, and/or deliberate.

Section 4. [NEW MATERIAL] A new Section 12-6-12.26 of Article VI of the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.26 – UNSAFE SUDDEN STOPS.

No person shall suddenly apply their brakes while another driver is following in a manner that unnecessarily impedes or obstructs the normal and reasonable flow of traffic, except when the stop is required for safe operation of the vehicle or to comply with the law.

Section 5. [NEW MATERIAL] A new Section 12-6-12.27 of Article VI the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.27 – THROWING ITEMS OUTSIDE OF VEHICLE AT ANOTHER VEHICLE OR AT A PEDESTRIAN.

No person shall throw, toss, or otherwise project any object or substance from a vehicle, whether the vehicle is moving or stopped, at another vehicle or at any pedestrian, bicyclist, or other person using the roadway.

Section 6. Schedule A of Exhibit A of Chapter 24 (Uniform Traffic Ordinance) of SFCC 1987 (being Ordinance No. 2025-6 as amended) is amended to read:

SECTION 1.

This Exhibit may be cited as the city of Santa Fe traffic violation penalty assessment schedule for violations of the city of Santa Fe Uniform Traffic Code except those violations relating to parking which are set forth as Exhibit B of the city of Santa Fe Uniform Traffic Code.

SECTION 2.

"Penalty assessment petty misdemeanor" means violation of the following listed sections of the city of Santa Fe Uniform Traffic Code for which the listed penalty assessment is established. The term "penalty assessment petty misdemeanor" does not include any violation which has caused or contributed to the cause of an accident resulting in injury or death to any person. When an alleged violator of a penalty assessment petty misdemeanor elects to accept a notice to appear in lieu of a notice of penalty assessment, the fine imposed upon later conviction shall not exceed the penalty assessment established for the particular penalty assessment petty misdemeanor and probation imposed upon a suspended or deferred sentence may include community service as contemplated in Section 1-3.1 and shall not exceed ninety days.

COMMON NAME OF OFFENSE	**SECTION VIOLATED**	**PENALTY ASSESSMENT**
Obedience [~~T~~]to Traffic-Control Devices/Failure [~~T~~]to Stop	12-5-3	$25.00
Red Light	12-5-6	$25.00
Pedestrian Controls	12-5-7	$25.00
Flashing Signals	12-5-8	$25.00
Display of Unauthorized Signs, Signals, or Markings	12-5-10	$25.00
Basic (Speeding) Rule	12-6-1.1	$25.00
Speed Limits	12-6-1.2	

A. The following apply outside a school zone:		
Up to and including 10 miles an hour over speed limit		$15.00
From 11 up to and including 15 miles an hour over speed limit		$30.00
From 16 up to and including 20 miles an hour over speed limit		$65.00
From 21 up to and including 25 miles an hour over speed limit		$100.00
From 26 up to and including 30 miles an hour over the speed limit		$125.00
From 31 up to and including 35 miles an hour over the speed limit		$150.00
More than 35 miles an hour over the speed limit		$200.00
B. In a school zone	12-6-1.2A	$171.00
C. In a construction zone: The penalty assessment for speeding in violation of Section 12-6-1.2 (4) of the city of Santa Fe traffic ordinance is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit		
D. In a pedestrian zone. The penalty assessment for speeding in violation of the posted speed limit in a designated pedestrian zone is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit.		
Minimum Speed Regulations	12-6-1.5	$25.00
Driving [~~O~~]on Right Side [~~O~~]of Street	12-6-2.1	$25.00
Overtaking [~~A~~]a Vehicle [~~O~~]on [~~T~~]the Left	12-6-2.3	$25.00
Limitations [~~O~~]on Overtaking [~~O~~]on [~~T~~]the Left	12-6-2.4	$25.00
Overtaking [~~A~~]a Vehicle [~~O~~]on [~~T~~]the Right	12-6-2.6	$25.00
No Passing Zones/Restrictions [~~O~~]on Passing	12-6-2.7	$25.00
Streets Laned [~~F~~]for Traffic	12-6-2.12	$25.00

Following [~~T~~]too Closely	12-6-2.13	$25.00
Driving [~~O~~]on Divided Streets	12-6-2.14	$25.00
Driving Vehicle [~~O~~]on [~~O~~]or Across Bicycle Lane [~~O~~]or Path	12-6-2.17	$25.00
Turning Left [~~A~~]at Intersection	12-6-4.2	$25.00
Entering Stop/Yield Intersection/Failure [~~T~~]to Yield	12-6-4.3	$25.00
Required Position/Method of Turning/Improper Turn	12-6-5.1	$25.00
Obedience [~~T~~]to No-Turn Signs	12-6-5.4	$25.00
Limitations [~~O~~]on Turning Around/Illegal U-Turn	12-6-5.5	$25.00
Starting [~~A~~]a Parked Vehicle	12-6-5.7	$25.00
Turn/Stop Movements	12-6-5.8	$25.00
Failure [~~T~~]to Signal	12-6-5.9	$25.00
Motorist Turning Across Bicycle Lane	12-6-5.11	$25.00
Stopping, Standing & Parking	12-6-6	See Exhibit B
Special Stops Required	12-6-7 (Excluding 12-6-7.3, 12-6-7.4, 12-6-7.5 and 12-6-7.7)	$25.00
Stopping [~~F~~]for School Bus	12-6-7.3	$100.00
Failure [~~T~~]to Stop [~~A~~]at Railroad Crossing	12-6-7.5 and 12-6-7.7	$150.00
Operators and Chauffeurs Must Be Licensed	12-6-12.5	$25.00
Driving While License Suspended/Administratively Suspended	12-6-12.6 and 12-6-12.6A	$25.00
Driving While License Revoked	12-6-12.6B	$300-$500
Unattended Motor Vehicle	12-6-12.8	$25.00
Limitations [~~O~~]on Backing	12-6-12.9	$25.00

Restriction [~~O~~]on Use of Video [~~I~~]in Motor Vehicles	12-6-12.11	$25.00
Coasting Prohibited	12-6-12.12	$25.00
Prohibited Activities While Driving (including hand held mobile communication device use)	12-6-12.18	$200.00
Mobile communication device use while driving in a school zone	12-6-12.18	$300.00
For subsequent violation		$500
Permitting Unauthorized Persons [~~T~~]to Drive	12-6-12.23	$25.00
Prolonged, deliberate, or excessive tailing of another vehicle	12-6-12.25	$250
for subsequent violations		$500
Unsafe, Sudden Stops, 1st offense	12-6-12.26	$250
for subsequent violations		$500
Throwing Items Outside of Vehicle at Another Vehicle or at a Pedestrian, 1st offense	12-6-12.27	$250
for subsequent violations		$500
Destructive Material [~~O~~]on Roadway/Failure [~~T~~]to Secure Load	12-6-13.5	$100.00
Improper Opening [~~O~~]of Doors	12-6-13.8	$25.00
Child Restraint Device [~~O~~]or Safety Belt	12-6-13.12	$100.00
Mandatory Use [~~O~~]of Seat Belts	12-6-13.13	$100.00
Open Container, 1st Offense	12-6-13.14	$100.00
for subsequent violations		mandatory court appearance
Jaywalking	12-6 13.15 through 12-6-14.8	$25.00
Littering	12-6-13.15	$300.00
Unsafe Median Use	12-6-14.9	$25.00

Windshield	12-10-1.12	$25.00
When Lighted Lamps [~~A~~]are Required	12-10-1.3	$25.00
Headlamps [~~O~~]on Vehicles	12-10-1.5	$25.00
Dimming [~~O~~]of Lights	12-10-1.6	$25.00
Tail Lamps	12-10-1.7, except 12-10-1.7C	$25.00
Plate Light Required	12-10-1.7C.	$10.00
Stop Lamps/Brake Lamps	12-10-1.9	$25.00
Mufflers, Prevention [~~O~~]of Noise	12-10-1.10	$500.00
Lamp or Flag on Projecting Load	12-10-1.11	$25.00
Windshield Must be Unobstructed and Equipped with Wipers and Windows Must be Transparent	12-10-1.12	$25.00
Tinted Windows	12-10-1.12A	$25.00
Unsafe Equipment (Brakes)	12-10-1.16	$25.00
Display of Current Valid Registration Plate	12-10-4	$25.00

SECTION 3. MANDATORY COURT APPEARANCES.

Violations of the following listed sections of the city of Santa Fe Uniform Traffic Code require a mandatory court appearance:

Leaving the Scene of an Accident	12-4-2
Failure to Render Aid/Duty to Give Info	12-4-3
Immediate Notice of Accident	12-4-6
Failure to Yield to Emergency Vehicle	12-6-7.4
Reckless Driving	12-6-12.3

Careless Driving/Driver Inattention	12-6-12.4
Aggressive Driving	12-6-12.4A
Operator/Chauffeur Licenses Required	12-6-12.5
Unlawful Use of License (Revoked)	12-6-12.6
Unlawful Use of License (Suspended)	12-6-12.6
Fleeing or Attempting to Elude an Officer	12-6-12.7
Racing on Streets/Drag Racing/Exhibition of Speed	12-6-12.19
Open Container 2 nd , 3 rd , etc.	12-6-13.14
Off-Highway Motor Vehicles (ATV)	12-7-9 through 12-7-9.6
Display of Current Registration	12-10-4
Evidence of Registration	12-10-5
Mandatory Financial Responsibility (Insurance)	12-10-6

SECTION 4. TRAFFIC CALMING FEES.

A. Persons violating speed limits within the city have created a need for traffic calming. The governing body has determined that those persons violating the speed limits should pay additional fees. The purpose of the additional fees is to discourage speeding within the city and to provide funds for the city's traffic calming program.

B. The city hereby imposes a traffic calming fee equal to the maximum fine (excluding court fees) to be paid by any person convicted of a speeding violation as set forth in the Uniform Traffic Ordinance as adopted by the city, the total of which shall not exceed the jurisdictional limits of the court. The traffic calming fee applies to all violations of Section 12-6-1.2, but the traffic calming fee is not doubled.

C. The traffic calming fee shall be collected by the municipal court for funding the city's traffic calming program. The amount of fees collected shall not decrease the amount of money

allocated to the traffic calming program through the current fiscal year Capital Improvement Program bonding process.

D. The governing body shall review the results of this subsection including the amount of fees which have been collected and the amount of police overtime because of this subsection. The municipal court shall provide the governing body with the appropriate statistics to review this subsection.

~~**SECTION 5. POLICE AND FIRE RESILIENCY FUNDS**~~

~~Consistent with NMSA 1978, sec. 35-15-12, all fees collected for violations of the city of Santa Fe's Uniform Traffic Ordinance, Schedule A and for Aggressive Driving, SFCC 1987, Section 12-6-12.4A, shall be allocated, fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services Fund, with the exception of fines collected for speeding, which are allocated to the Traffic Calming Program as described in Section 4 above.~~

SECTION [~~5~~] 6. MUNICIPAL COURT FEES.

In addition to the penalty assessment established pursuant to this Exhibit, there shall be assessed the municipal court fees for each penalty assessment petty misdemeanor as set forth in Section 1-3.2 SFCC 1987.

SECTION [~~6~~] 7. PENALTY ASSESSMENT PETTY MISDEMEANORS; OPTION; EFFECT.

A. Unless a warning notice is given, at the time of making an arrest for any penalty assessment petty misdemeanor, the arresting officer shall offer the alleged violator the option of accepting a penalty assessment. The violator's signature on the penalty assessment notice constitutes an acknowledgement of guilt of the offense stated in the notice, and payment of the prescribed penalty assessment is a complete satisfaction of the violation.

B. Payment of any penalty assessment shall be made by mail to the Municipal Court, City of Santa Fe, P.O. Box 909, Santa Fe, New Mexico, 87504-0909 within 30 days from the date

of arrest. Payments of penalty assessments are timely if postmarked within the time limits set from the date of arrest. The Municipal Court shall issue a receipt when a penalty assessment is paid by currency, but a check or money order tendered by the violator upon which payment is received is sufficient receipt.

C. No record of any penalty assessment payment is admissible as evidence in any court in any civil action.

SECTION [~~7~~] 8. FAILURE TO PAY PENALTY ASSESSMENT.

A. If a penalty assessment is not paid within 30 days from the date of arrest, the violator shall be prosecuted for the violation charged on the penalty assessment notice in a manner as if the penalty assessment notice had not been issued. Upon conviction in such prosecution, the court shall impose penalties as provided for by the New Mexico Uniform Traffic Ordinance (Section 12-12-1.1), or other law relating to motor vehicles for the particular offense charge, and the scheduled penalty assessment shall not apply.

B. In addition to the prosecution provided for in Section A above, it is a petty misdemeanor for any person who has elected to pay a penalty assessment to fail to do so within 30 days from the date of arrest.

C. The municipal court shall not notify the motor vehicle division of the state of New Mexico when a person fails to pay a penalty assessment within the required period of time.

SECTION [~~8~~] 9. VIOLATIONS NOT LISTED ON PENALTY ASSESSMENT SCHEDULE. This traffic violation penalty assessment schedule does not apply to traffic violations not listed above which are petty misdemeanors. Such violations mandate a court appearance with a fine of up to three hundred dollars ($300.00) and up to 90 days in jail.

Respectfully submitted,

Jamie Cassutt (May 26, 2026 14:34:38 MDT)

JAMIE CASSUTT, COUNCILOR

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (May 26, 2026 14:22:40 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

ADOPTED: _____

NOT ADOPTED: _____

DATE:_____

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

Legislation/2026/Bill/2026-9(B)Amendment B//Defining Aggressive Driving

Amendment B - Defining Aggressive Driving and Establishing Penalties

Final Audit Report 2026-05-26

Created:	2026-05-26
By:	CHRISTINE SPIERS (cmspiers@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqSIKaxsjLyEcMADU7gNLeGIHGsKvKfum

"Amendment B - Defining Aggressive Driving and Establishing P enalties" History

Document created by CHRISTINE SPIERS (cmspiers@santafenm.gov)
2026-05-26 - 7:44:57 PM GMT- IP address: 98.60.107.33

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2026-05-26 - 7:45:37 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2026-05-26 - 8:20:15 PM GMT- IP address: 216.207.130.218

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2026-05-26 - 8:22:40 PM GMT - Time Source: server- IP address: 216.207.130.218 - Signature Appearance Selected: TYPE

Document emailed to Jamie Cassutt (jcassutt@santafenm.gov) for signature
2026-05-26 - 8:22:42 PM GMT

Email viewed by Jamie Cassutt (jcassutt@santafenm.gov)
2026-05-26 - 8:33:58 PM GMT- IP address: 174.234.0.33

Document e-signed by Jamie Cassutt (jcassutt@santafenm.gov)
Signature Date: 2026-05-26 - 8:34:38 PM GMT - Time Source: server- IP address: 174.234.0.33 - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-05-26 - 8:34:38 PM GMT

Powered by Adobe Acrobat Sign

SANTA FE NEW MEXICAN

Founded 1849

CITY OF SANTA FE-MAIN
PO Box 909
Santa Fe, NM 87504-0909

ACCOUNT:	S2460
AD NUMBER:	119397
TAG LINE	Legal #95362
P.O.#:	

1 TIME(S)	$146.20
AFFIDAVIT	10.00
TAX	12.79
TOTAL	168.99

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Sebastian Garcia, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No a copy of which is hereto attached was published in said newspaper 1 day(s) between 05/27/2026 and 05/27/2026 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 27th day of May, 2026 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI _____

LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 1st day of June, 2026

Notary Catherine M McSweeney

Commission Expires: 11/04/2029

STATE OF NEW MEXICO
NOTARY PUBLIC
CATHERINE M MCSWEENEY
COMMISSION # 1135865
COMMISSION EXPIRES 11/04/2029

Legal #95362

CITY OF SANTA FE
NOTICE OF
PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 p.m. on Wednesday, June 10, 2026.

The purpose of the public hearing will be to consider the following:

BILL NO. 2026-9. A Bill Amending Subsection 12-6-12.3 of Article VI of the Uniform Traffic Ordinance ("UTO") to Eliminate Minimum Penalties for Reckless Driving and Raising Maximum Penalties From Twenty-Five Dollars ($25) to Two Hundred and Fifty Dollars ($250) for First Convictions and From Three Hundred Dollars ($300) to Five Hundred Dollars ($500) for Second or Subsequent Convictions; Creating a New Subsection 12-6-12.4A of Article VI of the UTO, Exhibit A to Chapter 24, SFCC 1987 to Define, Criminalize, and Penalize "Aggressive Driving"; Amending the UTO's Schedule a Traffic Violation Penalty Assessment Schedule to Increase Certain Penalties, to Specify that all Reckless Driving Fines, Aggressive Driving Fines, as Well as all Schedule A Penalties (Except for Those Dedicated to Traffic Calming) Shall be Split Equally Between the Law Enforcement Fund and the Fire Support Services Fund, and to Require a Mandatory Court Appearance for Violations Related to Aggressive Driving; Creating a New Subsection 12-6-12.25 of Article VI "Engaging in Prolonged, Deliberate, and/or Excessive Tailing of Another Vehicle" and Establishing a Penalty in Santa Fe's UTO, Schedule A, Traffic Violation Penalty Assessment Schedule for the Same; Creating a New Subsection 12-6-12.26 of Article VI "Unsafe Sudden Stops" and Establishing a Penalty in Santa Fe's UTO, Schedule A, Traffic Violation Penalty Assessment Schedule for the Same; Creating a New Subsection 12-6-12.27 of Article VI "Throwing Items Outside of Vehicle at Another Vehicle or at a Pedestrian" and Establishing a Penalty in Santa Fe's UTO, Schedule A, Traffic Violation Penalty Assessment Schedule for the Same.
This bill is available in its entirety on the City's web site http://www.santafenm.gov (click on Departments/City Attorney/ Legislative Services) or upon request and payment of a reasonable charge, in the City Clerk's Office, City Hall, 200 Lincoln Avenue, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Interested parties may view the meeting on the City's YouTube Channel: https://www.youtube.com/user/cityofsantafe. An agenda with complete information about meeting attendance and instructions to provide live public comment will be posted on the City's website no later than seventy-two (72) hours before the meeting: https://santafenm.portal.civicclerk.com/.

The Governing Body shall review and consider all public input prior to taking action.

Geralyn Cardenas
City Clerk/Director of Community Engagement

PUB: May 27, 2026

Date: May 5, 2026

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

From: Carly Venditti, Metropolitan Redevelopment Agency Department Deputy Director CAV

Via: Andrea Phillips, Deputy City Manager AP ANDREA PHILLIPS

RE: Approving the Midtown Metropolitan Redevelopment Area Plan

---

EXECUTIVE SUMMARY:

The proposed resolution would approve the Midtown Metropolitan Redevelopment Area Plan ("Plan") for the City of Santa Fe ("City"). Pursuant to NMSA 1978, Section 3-60A-9, the proposed resolution would determine that the Plan will help eliminate or prevent blight, conforms to the City's General Plan, and affords maximum opportunity consistent with the needs of the community for the redevelopment of the Midtown Metropolitan Redevelopment Area by private enterprises or persons. The Plan also does not include proposed activities that require displacement or relocation of any families or individuals, and a method for providing displacement or relocation accommodations is not needed. The Plan, if adopted, also delegates limited specific powers to the MRA Commission to carry out the goals of the Plan.

(See, Attachment A).

BACKGROUND:

The State of New Mexico, through the Metropolitan Redevelopment Code (NMSA 1978, Chapter 3, Article 60A, Section 1 through 49), authorizes municipalities to prepare and amend metropolitan redevelopment plans, and to undertake and carry out metropolitan redevelopment projects. The City determined that blighted conditions exist within the Midtown Local Innovation Corridor Overlay District (LINC) with the addition of Franklin Miles Park and, on June 25,2025, designated the area as a Metropolitan Redevelopment Area through Resolution No. 2025-42.

The City now seeks to formally adopt the Midtown Metropolitan Redevelopment Area Plan to guide future redevelopment efforts, with a focus on equitable development, enhanced public health and safety, and long-term economic vitality for the Midtown Metropolitan Redevelopment Area.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Amanda Chavez

Mayor Michael Garcia

A RESOLUTION

APPROVING THE ADOPTION OF THE SANTA FE MIDTOWN METROPOLITAN REDEVELOPMENT AREA PLAN.

WHEREAS, the State of New Mexico has enacted the Metropolitan Redevelopment Code ("Code"), NMSA 1978, Chapter 3, Article 60A, Sections 1 through 49, as amended, which authorizes the City of Santa Fe, New Mexico, ("City") to prepare and amend metropolitan redevelopment plans, and to undertake and carry out metropolitan redevelopment projects; and

WHEREAS, pursuant to NMSA 1978, Section 3-60A-8, as amended, "[a] local government shall not prepare a metropolitan redevelopment plan for an area unless the local government has, by resolution, determined the area to be a slum area or a blighted area or a combination thereof and designated the area as appropriate for a metropolitan redevelopment project…"; and

WHEREAS, the City found that blighted areas exist in the Midtown Site which geographically align with the Midtown Local Innovation Corridor Overlay District (the "LINC") and officially designated the area within the LINC, with the addition of Franklin Miles Park, as a Metropolitan Redevelopment Area on June 25, 2025, through the adoption of Resolution No. 2025-

42; and

WHEREAS, consistent with NMSA 1978, Section 3-60A-8, the Governing Body will have conducted a public hearing to gather and consider public input about the Midtown Metropolitan Redevelopment Plan; and

WHEREAS, the City of Santa Fe wishes to formally adopt the Midtown Metropolitan Redevelopment Plan, attached as Exhibit A, to guide redevelopment strategies and implement recommendations that advance equitable development, improve public health and safety, and create long-term economic vitality for the Midtown Metropolitan Redevelopment Area.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that:

A. The Midtown Metropolitan Redevelopment Area Plan proposes activities for the redevelopment of the Midtown Metropolitan Redevelopment Area that will aid in the elimination and prevention of blight; and

B. The Midtown Metropolitan Redevelopment Area Plan does not include proposed activities that require the displacement or relocation of any families and individuals from their dwellings and a method for providing displacement or relocation accommodation is not needed; and

C. The Midtown Metropolitan Redevelopment Area Plan conforms to and complements the City of Santa Fe General Plan; and

D. The Midtown Metropolitan Redevelopment Area Plan affords maximum opportunity consistent with the needs of the community for the rehabilitation or redevelopment of the Midtown Metropolitan Redevelopment Area by private enterprise or persons, and objectives of the Midtown Metropolitan Redevelopment Area Plan justify the proposed activities as public purposes and needs.

BE IT FURTHER RESOLVED that the Midtown Metropolitan Redevelopment Area

Plan as shown in the attached Exhibit A, is hereby approved.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martinez

Marcos D. Martinez (May 7, 2026 16:22:39 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Approving the Midtown Metropolitan Redevelopment Plan

Exhibit A

SANTA FE MIDTOWN METROPOLITAN

REDEVELOPMENT PLAN

pland COLLABORATIVE

TABLE OF CONTENTS

MRA RESOLUTION 3

BACKGROUND 4

The Santa Fe Metropolitan Redevelopment Agency 4
Metropolitan Redevelopment Agency Powers 4
MRA Plan Purpose 5
MRA Designation 5
Metropolitan Redevelopment Commission 6
Neighborhood Stabilization Plan 6
MRA District Boundary 7
Previous Planning & Community Engagement 8

VISION & GOALS 10

DESIGNATION REPORT FINDINGS 11

MRA Designation Report Findings 11
Market Study Findings 13

NATIONAL BEST PRACTICES 18

Glenview, IL 18
Dublin, OH 19
Boise, ID 20
Financial Tools 21

RECOMMENDATIONS & IMPLEMENTATION 22

How Can TIF Work In Midtown? 32
Tax Increment Financing Projections 32

APPENDIX 35

Appendix Item A: Metropolitan Redevelopment Agency Powers 36
Appendix Item B: Santa Fe Midtown Market Study 39

MRA RESOLUTION

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-42

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

Councilor Amanda Chavez

A RESOLUTION

MAKING A FINDING OF NECESSITY AND DESIGNATING AN AREA COMPRISED OF A MAJORITY OF THE MIDTOWN LOCAL INNOVATION CORRIDOR OVERLAY DISTRICT AND GENERAL FRANKLIN E. MILES PARK AS A METROPOLITAN REDEVELOPMENT AREA.

WHEREAS, the New Mexico Legislature adopted a Metropolitan Redevelopment Code to, among other things, provide strategies for municipalities to finance redevelopment projects; and

WHEREAS, SFCC 1987, Section 7-2.3 provides that the City of Santa Fe ("City") can declare and designate a metropolitan development area as "appropriate for a metropolitan development project"; and

WHEREAS, SFCC 1987, Section 7-2.8**,** provides that, in order to designate an area as a metropolitan redevelopment area, the City must first adopt a resolution establishing the following two criteria: 1) the area is either a slum or blighted; and 2) rehabilitation, conservation, slum clearance, redevelopment or development, or a combination thereof in the area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city; and

WHEREAS, the Midtown Local Innovation Corridor Overlay District (the "LINC")

consists of diverse tracts of land which, according to a study commissioned by the City, the *Midtown Metropolitan Development Plan: Designation Report,* Attachment A, is characterized by deteriorated or deteriorating structures, defective or inadequate street layout, faulty lot layout, deterioration of sites or other implements, a lack of adequate housing facilities, obsolete or impractical platting, and a significant number of vacant or struggling commercial businesses, all of which are inconsistent with the described goals in SFCC 1987, Section 14-1.3 of the land-use code, to "create conditions favorable to the health, safety, convenience, prosperity and general welfare of the residents of Santa Fe by coordinating streets within proposed subdivisions with existing or planned streets or other features of the general plan; providing parks and trails; providing sewer, water and other infrastructure; providing adequate open space for traffic, recreation, drainage, light and air; and providing for the appropriate distribution of population and traffic"; and

WHEREAS, the LINC lies within two designated census tracts, 11.03 and 10.02, which as defined in 26 USCA § 1400Z–1, are "qualified opportunity zones": distressed areas, identified by the federal government as needing targeted investment in economic development; and

WHEREAS, the purpose of identifying opportunity zones was to spur economic development and job creation in distressed communities by providing tax benefits to investors; and

WHEREAS, the economically challenging conditions in these census tracts have impaired the sound growth, development, and economic well-being of the City, creating an economic and social burden detrimental to the public health, safety, and welfare of the City; and

WHEREAS, the LINC includes a multi-unit residential property, more specifically described as the area covered by Lot 3B1**,** as recorded in instrument number 1171143, Book 482, Page 35, of the Santa Fe County Clerk ("Multi-Unit Residential Property"); and

WHEREAS, as the only residential property in the LINC, the Multi-Unit Residential Property's interests and needs are distinct from the rest of the LINC; and

WHEREAS, General Franklin E. Miles Park, recorded in instrument number 622,332,

Book 173, Page 27, filed on May 14, 1987, of the Santa Fe County Clerk ("Franklin Miles Park"), is adjacent to the LINC; and

WHEREAS, Franklin Miles Park has irrigation infrastructure that is over thirty years old and past its life expectancy; ballfield light poles that have either already been removed due to deteriorating infrastructure or will need to be removed in the future due to deteriorating infrastructure; chronic presence of drug paraphernalia (such as syringes) left by drug users; and rodent damage to concession stands, restrooms, wiring, and irrigation; and

WHEREAS, Franklin Miles Park's conditions are consistent with the definition of "blight" established in SFCC 1987, Section 7-2.3; and

WHEREAS, the *Midtown Metropolitan Development Plan: Designation Report* notes on page 15 that the "absence of high-quality parks, plazas, and gathering places discourages pedestrian activity and limits opportunities for community engagement" and rehabilitating the park would help address this concern.

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF SANTA FE finds that a blighted area exists in the LINC, depicted in Attachment B, and the rehabilitation, conservation, and redevelopment of the area is necessary and is in the interest of the public health, safety, and welfare of the residents of the City of Santa Fe.

BE IT FURTHER RESOLVED that a blighted area exists in Franklin Miles Park, depicted on in the southwest corner of Attachment B, and which is adjacent to the LINC, and the rehabilitation, conservation and redevelopment of the park is necessary and is in the interest of the public health, safety, and welfare of the residents of the City of Santa Fe.

BE IT FURTHER RESOLVED that the area within the LINC, defined by SFCC 1987, Section 14-5.5D (2), other than the Multi-Unit Residential Property and Franklin Miles Park, are designated a Metropolitan Redevelopment Area, pursuant to SFCC 1987, Section 7-2.8, and NMSA 1978, Section 3-60A-8.

PASSED, APPROVED, and ADOPTED this 25th day of June, 2025.

Alan Webber (Jun 26, 2025 16:52 MDT)
ALAN WEBBER, MAYOR

ATTEST:

ANDREA SALAZAR (Jun 26, 2025 17:35 MDT)
ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry (Jun 26, 2025 13:38 MDT)
ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/2025-42(R)/Midtown Redevelopment Area Designation

BACKGROUND

THE SANTA FE METROPOLITAN REDEVELOPMENT AGENCY

The City of Santa Fe formally established the Santa Fe Metropolitan Redevelopment (MR) Agency in 2023 recognizing the need for an agency to spearhead efforts to revitalize areas designated as slum or blighted. The agency is working along other city departments to identify potential MRA districts, assess whether those areas met the MR designation criteria, and develop a plan to address those conditions. The outcomes of a successful MRA district revitalization effort is improved public health and safety, and long-term economic vitality.

The Santa Fe MR Agency is responsible for:

- ☑ *Identifying and designating MRA districts through a public process.*
- ☑ *Developing and implementing redevelopment plans aligned with the City's comprehensive plan.*
- ☑ *Acquiring and assembling land, including vacant or underutilized properties.*
- ☑ *Partnering with public and private entities to support revitalization projects.*
- ☑ *Supporting public infrastructure improvements such as utilities, streets, and parks.*

METROPOLITAN REDEVELOPMENT AGENCY POWERS

This plan provides the agency with broad powers, as noted in 3-60A-10 of New Mexico state statute.

These powers, which only exist within MRA districts, include:

- ☑ *Executing contracts*
- ☑ *Replatting land*
- ☑ *Acquisition of real property within the metropolitan redevelopment area*

A full list of powers granted by this plan can be found in Appendix A.

EXCERPT FROM THE ENABLING STATE LEGISLATION

NM Stat § 3-60A-9 (2024) - C. Following the public hearing, the local government may approve a metropolitan redevelopment plan if it finds that:

- ☑ (1) the proposed activities will aid in the elimination or prevention of slum or blight or the conditions that lead to the development of slum or blight;
- ☑ (2) a feasible method is included in the plan to provide individuals and families who occupy residential dwellings in the metropolitan redevelopment area and who may be displaced by the proposed activities with decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such individuals and families;
- ☑ (3) the plan conforms to the general plan for the local government; and
- ☑ (4) the plan affords maximum opportunity consistent with the needs of the community for the rehabilitation or redevelopment of the area by private enterprise or persons and the objectives of the plan justify the proposed activities as public purposes and needs.

MRA PLAN PURPOSE

The Midtown MRA district is a bold step toward enhancing the heart of Santa Fe. Building on years of community driven planning, this initiative will support the evolution of the Midtown District into a vibrant hub for arts, culture, economic growth, and mixed-income housing.

This plan, the Midtown Metropolitan Redevelopment Plan (Plan) establishes a roadmap to address the MRA conditions, or blight, that hinder redevelopment and economic growth. The Plan outlines redevelopment strategies and implementation recommendations that advance equitable development, improve public health and safety, and create long-term economic vitality.

The MRA district of Midtown and adjacent commercial areas will unlock key funding sources to enhance public infrastructure and attract private investment. This will create new jobs, improve walkability, and expand housing options. The creation of the MRA district was a key recommendation from the Midtown Community Development Plan and aligns with the Midtown Master Plan. It supports the vision of a mixed-use, sustainable redevelopment that includes an abundance of affordable housing.

With strategic public-private partnerships and financial tools like tax incentives and infrastructure investments, the designation of Midtown area as a MRA district will move Midtown into motion, fostering the creation of an inclusive, thriving district that serves all Santa Fe residents.

MRA DESIGNATION

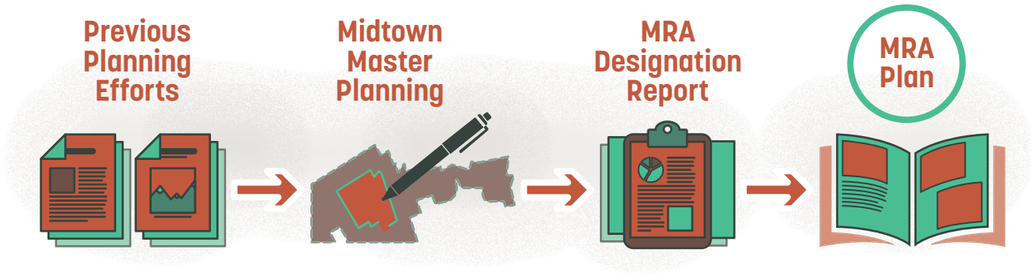
Under state and local law, the designation of an MRA requires a determination of blight as defined in Section 3-60A-4 of the New Mexico Metropolitan Redevelopment Code. A blighted area is defined as one that meets one or more of the following conditions:

- ☑ *A substantial number of deteriorated or deteriorating structures negatively impact the area's livability and economic potential.*
- ☑ *A defective or inadequate street layout that limits accessibility, walkability, and connectivity.*
- ☑ *Faulty lot layout that reduces the usefulness, accessibility, or redevelopment potential of properties.*
- ☑ *Deterioration of sites or other improvements, making the area less viable for new development.*
- ☑ *A lack of adequate housing facilities or conditions that prevent the provision of needed housing accommodations.*
- ☑ *Obsolete or impractical planning and platting, leading to underutilized land and inefficient land use.*
- ☑ *A significant number of vacant or struggling commercial businesses, reducing economic activity and job opportunities.*
- ☑ *Low levels of commercial or industrial activity, contributing to economic stagnation and disinvestment.*

A combination of these or other conditions impair economic growth and the overall well-being in the corridor and Midtown site.

With the designation of the MRA district, the City of Santa Fe unlocks tools to enhance the area

FIGURE 1. MRA PLAN DEVELOPMENT HISTORY



An aspirational illustration of the Midtown MRA district from "St. Michael's Drive: Visions of the Future"

METROPOLITAN REDEVELOPMENT COMMISSION

Santa Fe MRA districts are governed by a five-member commission appointed by the Mayor and approved by City Council. Commissioners serve staggered terms and provide oversight and guidance for all redevelopment efforts.

The MRA Commission has oversight responsibilities regarding the fiduciary and financial management and development of publicly owned real estate assets, to the extent permitted by law. The Commission brings together expertise in areas that are essential to successful redevelopment, such as public-private partnerships, economic and community development, city planning, sustainability, equity, arts and culture, and historic preservation.

The MRA Commission should reflect the communities it serves. Members should include individuals who live in or near a low-income neighborhood, represent historically marginalized communities, or bring demographic perspectives that align with the people living in or around the MRA district.

The MRA Commission has the authority to study and evaluate the best ways to finance and structure projects within its redevelopment areas. This can include planning, preserving, rehabilitating, redeveloping, developing, or managing properties the Commission oversees. The Commission can also recommend creative solutions, such as partnering with public or private organizations, and can recommend these partnerships to the Governing Body to help carry out parts of a redevelopment plan.

NEIGHBORHOOD STABILIZATION PLAN

The Midtown Community Development Plan (MCDP) (2023) identified the desire for a community driven Neighborhood Stabilization Plan (NSP) to support adjacent vulnerable neighborhoods that could be destabilized by significant new development.

In 2025, the City of Santa Fe selected a firm to carry out this plan for the Hopewell Mann Neighborhood, a community with a low median income and a high percentage of renters. The firm is engaging neighborhood residents as consultants in the planning process.

The proposal calls for the selected firm, MASS Design Group, in collaboration with Chainbreaker Collective and the Santa Fe Indigenous Center, to develop the community development engagement strategy. This will inform the NSP through a co-creation process with community organizations pursuant to the MCDP. This would include structuring and facilitating an equitable, community-driven planning partnership between the professional community development team and local community organizations to create inclusive, creative, and welcoming planning processes.

These efforts will prioritize communities that have been underrepresented in planning and public policy making, including youth and families, Spanish speaking populations, Indigenous and people of color, low-income residents, and people living in surrounding areas of Midtown.

While the focus is on the Hopewell Mann Neighborhood, the findings could potentially be applicable to surrounding neighborhoods.

MRA DISTRICT BOUNDARY

The Midtown MRA District boundary follows the boundary of the Midtown Local Innovation Corridor (LINC) Overlay District, which was adopted in 2016 (Ord. 2016-39). The Midtown LINC Overlay District was created to strengthen the built environment, foster economic growth, and enhance connectivity within Santa Fe's geographic and demographic center. It aimed to bridge the gap between the Midtown site and Christus St. Vincent Regional Medical Center by incentivizing mixed-use, pedestrian-oriented redevelopment.

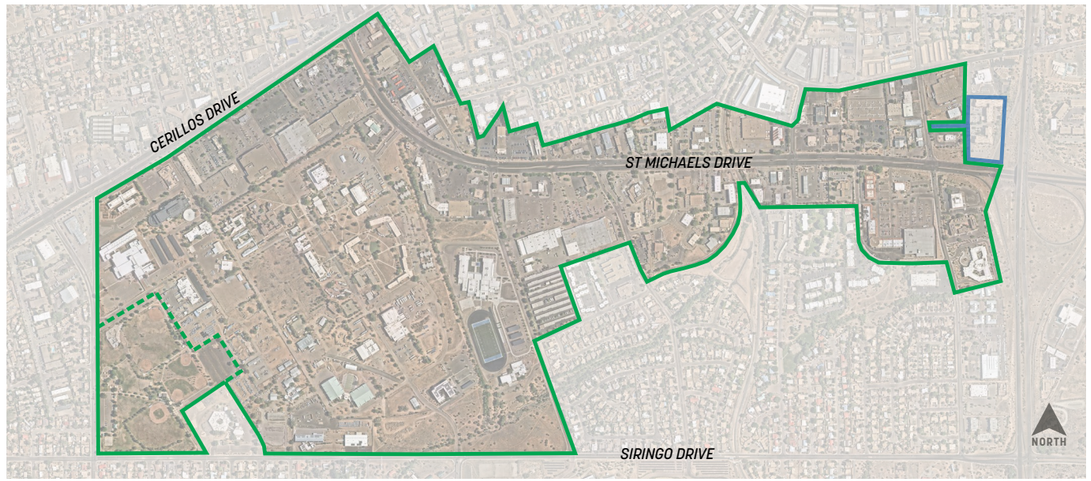
The boundary selection for the LINC district was strategic and deliberate. It excludes established residential neighborhoods to minimize disruption while incorporating 372.8 acres of primarily commercial, industrial, and institutional properties along St. Michael's Drive and Cerrillos Road, as well as the Midtown site. The intent was to free underutilized land for multi-family residential and complementary non-residential uses while maintaining zoning flexibility. Additionally, the boundary allows for higher-density development, improved multimodal transit options, and walkable public spaces, reinforcing Santa Fe's broader urban planning goals.

The Midtown MRA district aligns with the LINC Overlay boundary with two minor differences: the omission of a residential property, indicated by the blue outline in Figure 2, and the addition of General Franklin E Miles Park, indicated by the dashed green line. While there is currently no residential property within the Midtown MRA district, residential development is expected in the future.

The Midtown MRA district encompasses 182 parcels. This includes the 64-acre city-owned Midtown Redevelopment Site, formerly home to the Santa Fe University of Art and Design (SFUAD), along with the adjacent commercial corridor along St. Michael's Drive and portions of Cerrillos Road. All parcels are non-residential. However, as of September 2025, there is transitional housing located on the Midtown campus. To comply with the requirements of an MRA district, the MR Agency is collaborating with other city departments to identify other decent, safe, and sanitary facilities for these community members.

The geographic scope of the MRA extends to San Mateo Lane to the north, St. Francis Drive to the east, Siringo Road to the south, and Camino Carlos Rey and Cerillos Drive to the west as seen in Figure 2 below.

FIGURE 2. MRA DISTRICT BOUNDARY



Midtown MRA boundary map: Differences between the MRA and the LINC are the omission of the sole residential area in the north eastern corner (blue outline) and the addition of Franklin Miles Park in the southwest corner (dashed line).

PREVIOUS PLANNING & COMMUNITY ENGAGEMENT

Numerous planning initiatives, policies, and reports have shaped the vision for the Midtown MRA district, including site-specific plans, site-specific studies, and broader citywide strategies. These efforts have consistently identified key issues and reflected the community's goals and aspirations.

Building on this foundation, this MRA Plan is intended to carry those visions forward and provide a spring board for more enhancements in this important part of Santa Fe.

Table 3 provides a summary of past planning efforts, highlighting their goals, key recommendations, and links to the full documents.

Additional information about these previous plans can be found in the appendix of this document.

FIGURE 4. MIDTOWN CONCEPTUAL SITE PLAN

Conceptual site plan excerpts from the 2022 Midtown Master Plan.

FIGURE 3. MATRIX OF PREVIOUS PLANNING & COMMUNITY ENGAGEMENT

PLANNING EFFORT	PLAN GOAL	STRATEGIES & PROJECTS
St. Michael's Drive: Visions of the Future (2009)	The effort included the development of concepts by various participants focused on the combination of a re-designed roadway, as well as a new development pattern and new approach to urban design along the road.	*This effort included design concepts with lane reductions, roundabouts, and landscaped medians to calm traffic and enhance safety. Projects emphasize wide sidewalks, separated bike lanes, and complete streets to support walking and biking. Mixed-use development with 2–5 story buildings, live/work units, and creative districts are proposed. Public realm improvements include plazas, parks, tree-lined boulevards, and pedestrian promenades. Several visions include a new train station, underground parking, and stronger neighborhood connections. Sustainability tools feature solar and wind power, water harvesting, and green infrastructure. District themes center on arts, education, wellness, and transit-oriented development.*
RE:MIKE (2012)	This plan imagines a revitalized St. Michael's Drive Corridor in Santa Fe, transforming it into a more vibrant, pedestrian-friendly, and economically diverse area.	*This plan includes strategies such as fee waivers, allocation of other city resources, and special designation of zoning for economic development purposes as a result of the implementation of a multi-phased overlay district*
OVERLAY DISTRICT: MIDTOWN LINC ZONING OVERLAY (2016)	The LINC Overlay aimed to spur redevelopment of underutilized land along St. Michael's Drive by encouraging higher-density, mixed-use projects, improving connectivity between major employers, and supporting multi-family and commercial development through design standards, fee incentives, and streamlined approvals.	*As a part of this effort, fee waivers included impact, permit, utility expansion, and development review fees. These benefits are available to qualifying projects, which are required to maintain compliance for five years and are eligible for administrative approval. Parking requirements are flexible, allowing demand studies, shared parking, and use of on-street parking spaces. Zoning tools include increased height allowances (up to 50'), no density cap, reduced setbacks, and flexible use standards. Projects must use high-efficiency water fixtures. Design standards mandate wide sidewalks, landscaped buffers, screened utilities, coordinated site furnishings, and street-oriented building façades.*
OVERLAY DISTRICT: SOUTH-CENTRAL HIGHWAY CORRIDOR PROTECTION DISTRICT (SCHC) (2019)	The SCHC Overlay aimed to preserve the scenic quality and manage development within the overlay area. The SCHC imposes specific regulations on land use, density, and design to maintain the visual appeal and character of these areas.	*This offers a combination of fee incentives, flexible zoning, and design standards to encourage reinvestment and compact, mixed-use development. Tools include reduced development fees, increased building height allowances (up to 52 feet), no density cap, and reduced setbacks. Parking standards allow shared and on-street options. Design requirements focus on wide sidewalks, street-facing buildings, landscaped buffers, and pedestrian-friendly features. Projects meeting these standards are eligible for administrative approvals and are required to maintain compliance in perpetuity.*
Santa Fe Housing Report (2020)	This report was developed to analyze the challenges faced by the City of Santa Fe's housing market and provides strategies and policy recommendations for addressing them.	*The recommendations include key levers such as zoning reform, streamlined permitting, public-private partnerships, and expanded funding for affordable housing. Priority projects involve building mixed-income developments, supporting nonprofit housing providers, and converting underutilized properties into housing. The focus is on creating a more equitable, accessible housing market that meets the needs of all Santa Fe residents.*
MIDTOWN COMMUNITY DEVELOPMENT PLAN (2022)	This plan, developed as part of the Midtown Master Plan, guides new development to support community priorities like housing affordability, job access, arts and culture, and public amenities. Created with input from numerous community stakeholders, it emphasizes inclusivity, equity, and sustainability.	*This plan includes key strategies encouraging mixed-use and affordable housing development, activating public spaces, and enhancing connectivity through multi-modal infrastructure. Priority projects include new community spaces, cultural and arts programming, expanded transit access, and improvements to walking and biking networks. Levers to support implementation include zoning and land use updates, public-private partnerships, targeted infrastructure investments, and use of various financial tools. The approach focuses on aligning public investments with community goals to create a vibrant, inclusive, and economically resilient Midtown district.*
MIDTOWN PUBLIC ENGAGEMENT REPORT (2022)	The plan outlines a community-driven vision for the redevelopment of the Midtown District. Its goals are to create a vibrant, inclusive district with mixed-income housing, public spaces, arts and cultural amenities, and opportunities for education, employment, and local business growth.	*This plan includes core strategies ensuring a mix of housing types, including affordable options, preserving and expanding open space, and integrating arts, education, and cultural uses. Projects focus on adaptive reuse of existing structures, developing parks and plazas, supporting local businesses, and creating space for youth, families, and intergenerational programming. Implementation levers identified include inclusive zoning, phased redevelopment, partnerships with local institutions, and prioritizing equity, transparency, and community stewardship throughout the planning process.*
Midtown Master Plan (2022)	This plan is a roadmap for redevelopment of the former SFUAD site, encouraging a mixed-use, inclusive district with goals of housing, culture, mobility, sustainability, and community-driven economic growth.	*This plan leverages key strategies such as public–private partnerships, infrastructure upgrades, and targeted investment incentives. Proposed projects include affordable and market-rate housing, transit and bicycle improvements, civic spaces, cultural facilities, and the adaptive reuse of existing buildings. The plan prioritizes inclusive growth, sustainability, and long-term community benefits. The plan prioritizes inclusive growth, sustainability, and long-term community benefit.*

VISION & GOALS

The vision of the Midtown MRA district, as articulated in previous plans, is to transform the area into a vibrant, inclusive, and economically dynamic district that blends culture, arts, education, housing, and public spaces. Redeveloping the Midtown site will catalyze improvments throughout the MRA district.

The goals for the Midtown MRA district area:

GOAL 1: Create convenient connections and upgraded infrastructure.

Create strong non-motorized connections between the Midtown site, the MRA district, and surrounding neighborhoods to support a vibrant, mixed-use, and inclusive cultural district.

GOAL 2: Foster a high-quality built environment.

Balance preservation with progress by reusing and rehabilitating legacy buildings and cultural arts resources to maintain character and reduce waste.

GOAL 3: Improve safety.

Target lighting and crossing improvements at major gateways, transit stops, trail crossings, and other key locations within the MRA district. Encourage ground floor, street facing retail to add more "eyes on the street".

GOAL 4: Address environmental challenges through resilient design strategies.

Environmental challenges should be addressed through strategic design and infrastructure, including retrofitting the existing pond to enhance stormwater management and ecological function.

GOAL 5: Establish a better connected block layout with public spaces.

Redesign the area with smaller blocks, street-facing commercial buildings, a dense street network, and centrally located parks and plazas for the existing community, future residents and visitors.

GOAL 6: Expand housing variety and affordability.

Provide diverse and affordable housing types with a mix of incomes and unit sizes to support community growth and vitality.

GOAL 7: Vibrant and creative business activity.

Build on Midtown's central location and arts heritage by providing diverse spaces for current and emerging businesses to thrive.

Conceptual rendering of the Midtown Site from the 2022 Midtown Master Plan.

DESIGNATION REPORT FINDINGS

MRA DESIGNATION REPORT FINDINGS

The Midtown Metropolitan Redevelopment Area has been designated to tackle various challenges that have hindered its economic growth, livability, and development potential.

The findings in the MRA Designation Report identified several conditions that meet the criteria for an MRA designation under the New Mexico Metropolitan Redevelopment Code. These findings inform the redevelopment strategies and implementation recommendations outlined in this plan. The goal is to address and build upon these conditions to empower a thriving and active district that promotes future growth and opportunities for residents.

Table 4 outlines the criteria from the MRA Designation Report, summarizes the findings of the report associated with each criterion, and indicates where some of these conditions are located. These findings are integrated into the *"FIGURE 8. Implementation Table" on page 22* which address the existing challenges with strategies to eliminate blight and achieve the desired outcomes.

FIGURE 5. DESIGNATION REPORT FINDINGS

CRITERIA	LOCATION	FINDINGS
Defective or Inadequate Street Layout	St Michael's corridor	*St. Michael's Drive functions as a high-speed arterial with no bike lanes or mid-block crossings, creating unsafe pedestrian conditions, and limiting pedestrian connectivity, and access.*
	Midtown Site	*The site has only two access points, one of which lacks a traffic signal, restricting internal circulation and creating unsafe pedestrian conditions.*
	St Michael's corridor	*Lack of access between parcels impedes connectivity.*
Deteriorated or Deteriorating Structures	Midtown site	*Many buildings in the area, especially on the former SFUAD campus, are outdated, deteriorating, or structurally deficient.*
	St. Michael's corridor	*Former dormitories are not suitable for modern residential reuse due to outdated design and code deficiencies.*
	Midtown Site	*Former barracks on the southwest portion of the site remain a biohazard, preventing community use.*
	St Michael's corridor	*Sidewalks, medians, and landscaped areas are in disrepair or missing.*
	St.Michael's corridor	*Transit amenities, including bus stops, are often unsheltered and poorly maintained.*
	Midtown Site	*Public spaces are limited, poorly maintained, and uninviting for community use.*
	St Michael's corridor and Midtown Site	*Dead or overgrown landscaping contributes to visual blight.*
	Midtown Site	*Poor maintenance and lack of investment in public areas discourage gathering and reinvestment.*

CRITERIA	LOCATION	FINDINGS
Environmental Hazards	Midtown Site	*Portions of the site, such as the former barracks, contain asbestos and other contaminants.*
	Midtown Site	*Remediation costs present a substantial financial barrier to redevelopment.*
Faulty Lot Layout that Reduces Usefulness or Redevelopment Potential	St Michael's corridor	*Large, irregular parcels and excessive surface parking dominate the area.*
	St Michael's corridor	*Strip mall-style developments and outdated subdivision patterns limit the redevelopment of cohesive, mixed-use environments*
High Crime Rates and Public Safety Concerns	St Michael's corridor	*The LINC area comprises just 1.7% of Santa Fe's land area but accounts for over 7% of reported crimes, including property damage and vandalism*
	St Michael's corridor	*Safety concerns discourage public use, walkability, and private investment*
Lack of Adequate Housing Facilities or Conditions Preventing Housing Provision	St Michael's corridor	*The area lacks diverse, affordable, and mixed-income housing*
	St Michael's corridor	*Despite zoning allowances, no new residential development has occurred due to infrastructure constraints and high redevelopment costs*
Obsolete or Impractical Planning and Platting	St Michael's corridor	*Historically single-use zoning and outdated planning regulations have resulted in inefficient land use and created barriers to redevelopment*
	St Michael's corridor	*The need for updated zoning to support walkable, mixed-use development is well documented in existing plans*
Significant Number of Vacant or Struggling Commercial Properties	St Michael's corridor	*Numerous properties along St. Michael's Drive and within the Midtown site remain vacant or significantly underutilized*

Vacant lot with trash and weeds , Midtown MRA district

MARKET STUDY FINDINGS

The following section includes a summary of a market study that was conducted for the area covered by the Midtown Local Innovation Corridor Overlay District, coinciding with a MRA District for a similar zone. The study assesses economic and demographic trends in Santa Fe; analyzes recent performance of multifamily, office, hotel, and retail sectors in the Midtown LINC and surrounding areas; and estimates the pace of development for redevelopment sites within the study area.

ECONOMIC & DEMOGRAPHIC TRENDS

There are approximately 50,140 jobs in Santa Fe, 5% of which are in the Midtown LINC. The Midtown LINC has a larger share of jobs in accommodation, food services, finance, and insurance compared to the rest of the city. Overall, employment in Santa Fe decreased by approximately 170 jobs from 2010 to 2022. However, over the past decade, Santa Fe experienced significant job growth in major economic clusters like hospitality and tourism (+1,790 jobs), healthcare (+800 jobs), and information technology (+360 jobs). These same economic clusters are projected to grow over the next decade. In addition, National Labs such as Los Alamos and Sandia are driving recent and projected regional growth in energy, aerospace, and defense-related industries.

As of 2024, Santa Fe had a population of approximately 90,200. The city's population increased by nearly 30% since 2010, though the majority of growth was related to a 2014 annexation. Excluding annexations, the city's population has steadily increased since 2010. Median household income in Santa Fe is $74,200, and over 35% of Santa Fe households have annual incomes of over $100,000. Future household growth is projected to be concentrated among households earning above $100,000 annually.

MULTIFAMILY MARKET

Multifamily residential has been experiencing a boom in Santa Fe. Since 2019, an average of 446 units has been permitted in Santa Fe annually. In the year 2019 alone, 245 multifamily units were permitted – more than the combined total of multifamily units permitted in the prior 18 years. Developer interviews suggest several contributing factors to this new development momentum, including amendments to the city's affordability requirements, which allow developers to pay a fee in lieu of affordable units, post-pandemic migration to Santa Fe from around

FIGURE 6. SANTA FE TOTAL POPULATION, 2010-2022

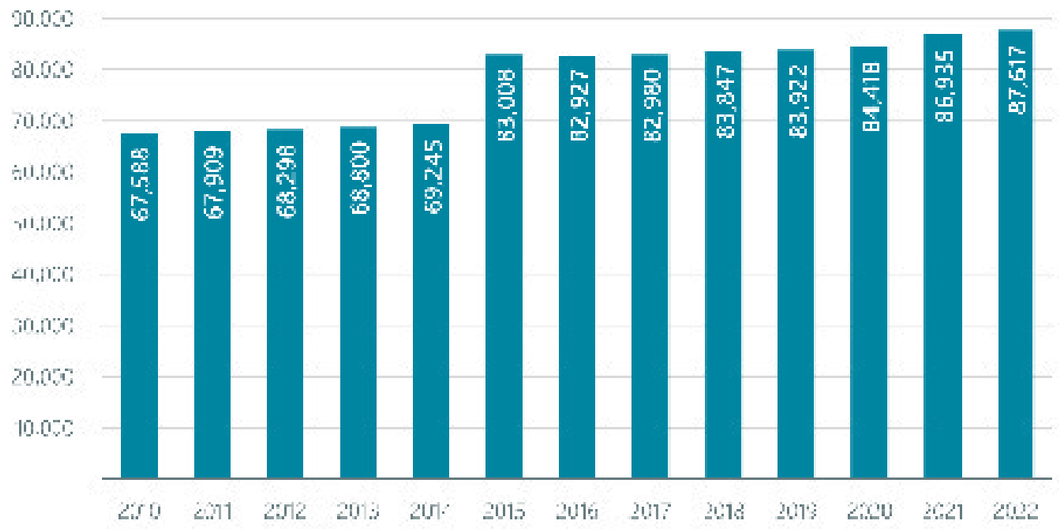


FIGURE 8. SANTA FE RESIDENTIAL UNITS PERMITTED, 2000-2023

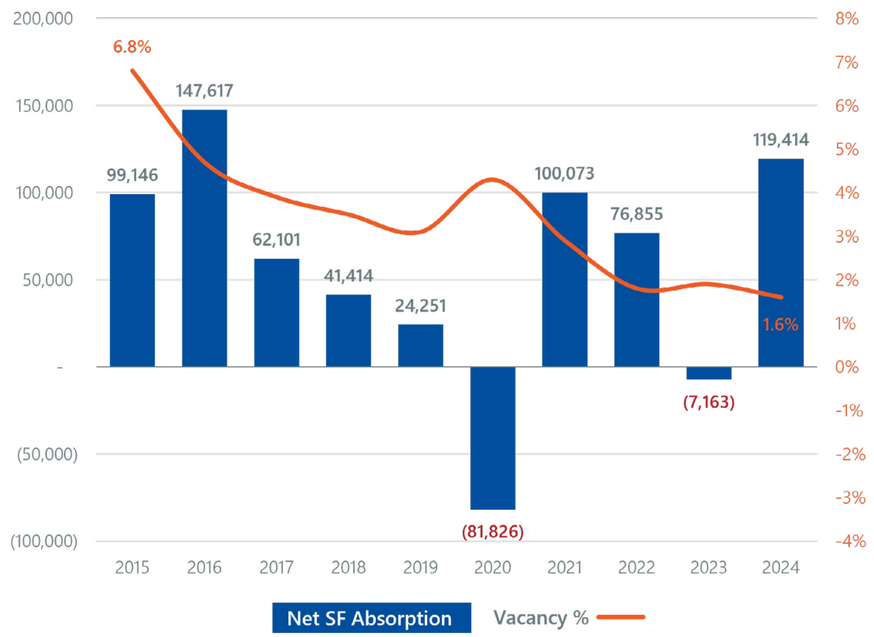
TOTAL UNITS PERMITTED

	Single-Family	Multifamily
2000-2005	3,110	128
2006-2011	1,126	0
2012-2017	898	24
2018-2023	1,535	2,260

the nation, and the continued strength of economic anchors such as the national labs.the nation, and the continued strength of economic anchors like the national labs.

Santa Fe also has 1,090 units currently under construction and an additional 4,430 units proposed. Given the unprecedented development pipeline, some real estate professionals believe the Santa Fe market-rate multifamily market may currently be overbuilt. The pace of new market-rate development may slow in the near-term to allow pipeline development to absorb, particularly with uncertainty about tariffs increasing construction costs. However, there continues to be an overall regional housing shortage – particularly affordable homes for lower- and moderate-income households. Given broader regional housing needs, multifamily is expected to remain a strong real estate market segment over the medium- to long-term and will likely be the primary development product for the Midtown campus. Developing market-rate housing along with affordable housing at the Midtown site can simultaneously create a new mixed-income neighborhood in the city and help address regional housing needs.

FIGURE 7. SANTA FE OFFICE ABSORPTION AND VACANCY, 2015-2024

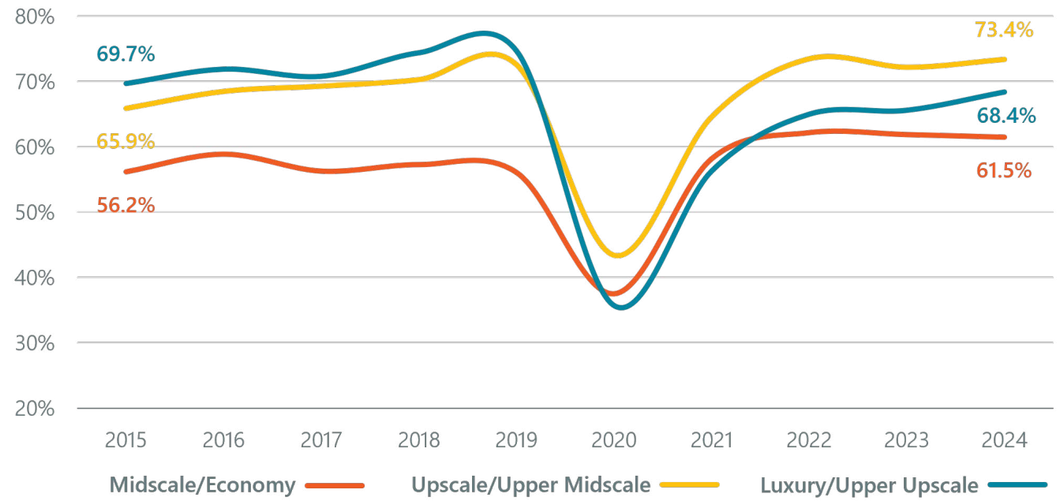


OFFICE MARKET

Recent multi-tenant office deliveries have been limited, which has led to a very low vacancy rate. While Santa Fe has over 7.16 million SF of existing office space, only 116,000 SF have been delivered since 2015. As a result, in combination with continued job growth in office-reliant economic sectors like information technology and business services, Santa Fe's office vacancy rate decreased from 6.8% in 2015 to 1.6% in 2024.

Continued absorption and a low vacancy rate indicate that Santa Fe's office market is much stronger than in many peer cities, where office performance has been persistently weak since the COVID-19 pandemic. While State and local government are part of the growth of the economy, demand for new office space is likely to be driven by medical users, National Lab spinoffs, federal agencies, and private businesses that are more willing to pay higher rents associated with new Class A office. Future demand appears to be strong for developers seeking to develop multi-tenant speculative office or larger businesses that seek a build-to-suit office development in a new, upcoming mixed-use center. While Midtown is not currently a core office market, its central location in Santa Fe and availability of land could make it a strong contender to capture future office development. Any office development at Midtown should complement the mixed-use neighborhood vision.

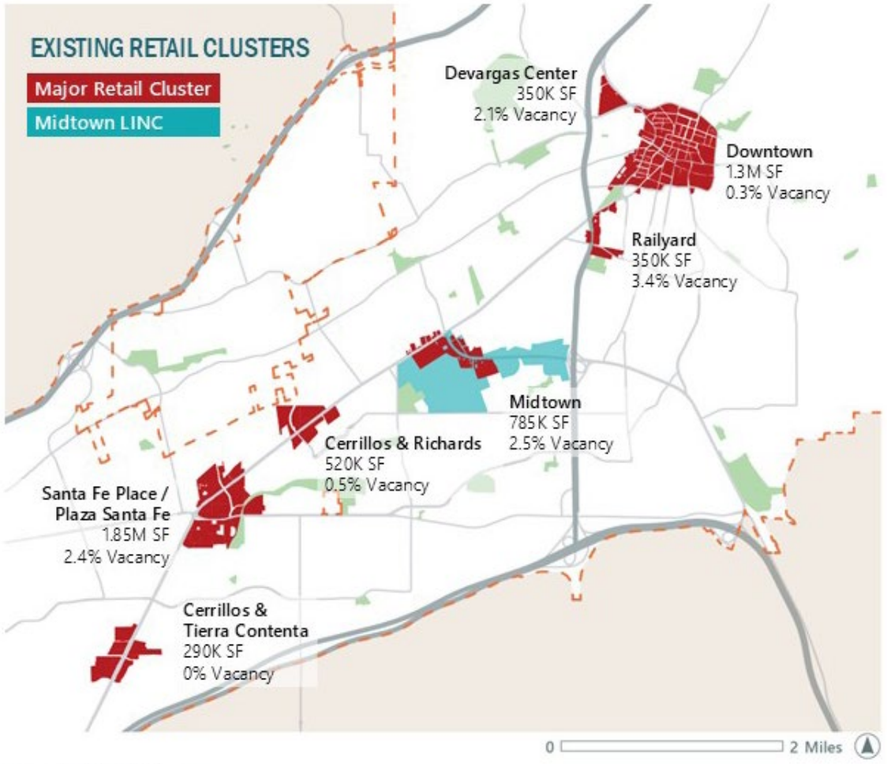
FIGURE 9. SANTA FE HOTEL OCCUPANCY BY CLASS, 2015-2024



HOTEL MARKET

Tourism is the primary driver of hotel demand in Santa Fe. Travel + Leisure readers recently voted Santa Fe as their #1 favorite city in the United States. Santa Fe's hospitality market has largely recovered post-COVID. The citywide average occupancy rate is 68%, which exceeds pre-pandemic levels. Upscale and Upper Midscale class hotels have the highest occupancy among classes (73%). The citywide average daily rate (ADR) is $182. Hotels in Santa Fe

FIGURE 10. EXISTING RETAIL CLUSTER IN SANTA FE



have experienced strong ADR growth since 2020, with the overall market average increasing from $138 in 2019 to $182 in 2024. Luxury and Upper Upscale class hotels have been the primary driver of this growth. ADR for this class grew by 41% between 2019 and 2024, while the overall market ADR increased 32% over the same period.

Hotel development could potentially be feasible at Midtown in the long run, particularly as other developments bring more activity to the area. Hotel visitors to the area could help support the retail and add to the tax base.

RETAIL MARKET

Retail is generally performing well in Santa Fe, particularly in the primary retail clusters like Midtown. Overall market vacancies continue to be low (2.3%). However, rent growth and new deliveries have both slowed in recent years. The Midtown LINC contains approximately 1.1M SF of commercial space (15.6% of Santa Fe's total commercial inventory) and has captured a roughly equivalent share of new development citywide since 2015. The broader Midtown MRA can capture additional daily needs retail development, particularly as new residential development expands the local consumer base. Sites within the Midtown campus, which lack frontage on the main roads, should also seek to attract destination retail and entertainment users that can draw customers from a wider geography for their unique offerings and experiences.

MARKET CONCLUSIONS & DEMAND PROJECTIONS

- ☑ *Multifamily development will include market-rate, mixed-income, and affordable developments.*
- ☑ *Midtown could potentially accommodate labs and other scientific offices, as well as some government offices.*
- ☑ *Midtown should include a mix of hotel types (i.e., larger conference hotels and smaller boutique hotels) to capture different travel sectors.*
- ☑ *A majority of new retail space in Midtown is likely to be ground-floor retail in mixed-use buildings, or standalone, specialty retail. Big box retail with national tenants is unlikely to locate within the core of Midtown.*

KEY TAKEAWAYS

MULTIFAMILY

- ☑ Significant recent increase in units constructed.
- ☑ Short-term slowdown, but capacity for more in the long term.

OFFICE

- ☑ Low vacancy due to limited new development.
- ☑ Demand potential from medical, lab spinoffs, and government agencies.
- ☑ New office should fit mixed-use neighborhood model.

HOTEL

- ☑ Occupancy back to pre-pandemic levels.
- ☑ Upscale and upper midscale performing best
- ☑ Long-term hotel potential.

RETAIL

- ☑ Healthy market, especially in Midtown clusters.
- ☑ Low vacancy; slowed rent growth and new construction.
- ☑ Non-frontage sites should focus on destination retail.

MARKET POTENTIAL
STRONG
TIMEFRAME
NEAR-TERM

MARKET POTENTIAL
STRONG
TIMEFRAME
MEDIUM-TERM

MARKET POTENTIAL
MODERATE
TIMEFRAME
LONG-TERM

MARKET POTENTIAL
MODERATE
TIMEFRAME
NEAR-TERM

NATIONAL BEST PRACTICES

Utilizing a MRA designation to redevelop blighted districts is a common practice employed throughout the country.

One of the many advantages of creating an MRA district is the ability to use tax increment financing as a tool to pay for infrastructure. This type of financing can also be used to implement community-driven initiatives, such as park and public space improvements, public programming, and to supplement operations and maintenance of public amenities. Below are several examples that illustrate how MRA districts can be successful.

GLENVIEW, IL

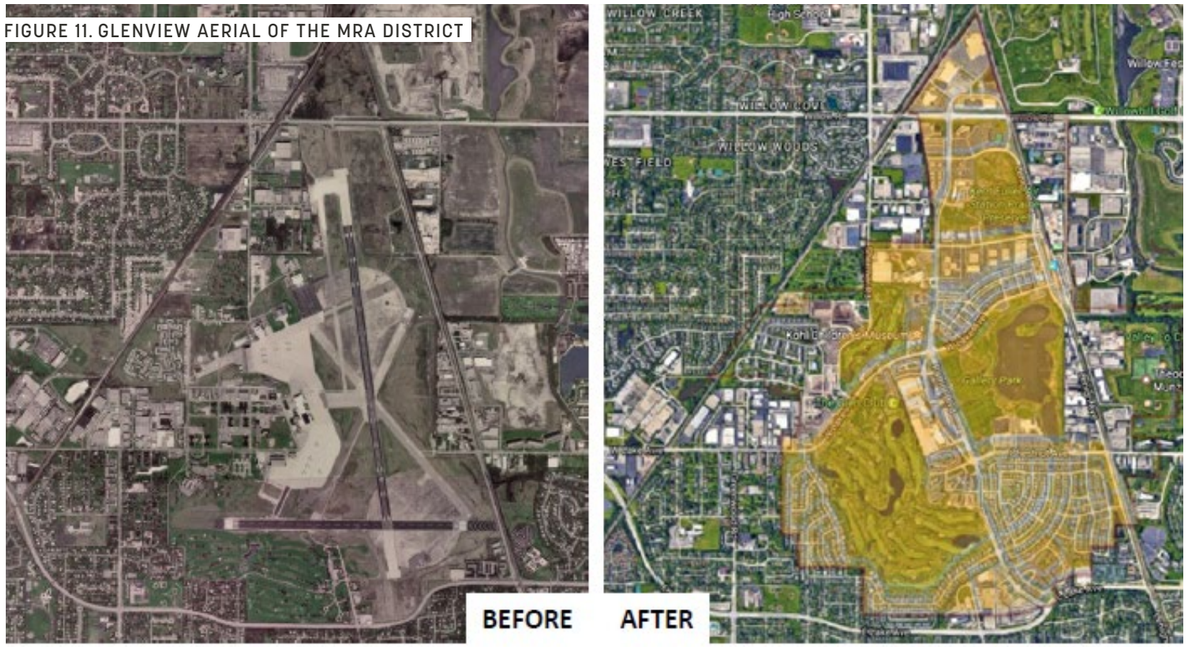
COMMUNITY SNAPSHOT

The VIllage of Glenview is a suburb of Chicago, IL with a population of approximately 50,000.

Glenview initiated a planning process to integrate a decommissioned Naval Air Station site into it's community. Upon its closure, the Air Station comprised 15% of Glenview's land area. Glenview established a 23 year MRA for the former Naval Air Station site and utilized TIF as a major funding source for their redevelopment efforts.

Similar to Midtown, this is a large campus-like site situated in a central location and adjacent to a commuter rail line.

FIGURE 11. GLENVIEW AERIAL OF THE MRA DISTRICT



Source: Google Earth; HistoricAerials.com; SB Friedman

IMPLEMENTATION

To achieve redevelopment goals, TIF financing was utilized. The TIF District is expected to generate over $800 million in revenue including $560 million from property and sales taxes, and $220 million from the sale of approximately 600 land acres to private developers. The revenue has funded approximately $183 million of roads and stormwater infrastructure.

LEVERAGING MRA TOOLS

- ☑ *Demolish remaining Naval Air Station structures, including 1.5 miles of runway and more than 100 Navy buildings*
- ☑ *Environmental remediation to clean contaminated soils, underground fuel storage tanks and dumping sites*
- ☑ *Build stormwater detention near Patriot Marketplace Retail Center*
- ☑ *Construct public improvements, including public parking structures, parks, sidewalks and streets*

KEY TAKEAWAYS

- ☑ TIF was utilized to pay for large scale infrastructure projects
- ☑ Infrastructure costs are difficult to finance without special tools or districts
- ☑ A single master developer, in this case the city, was essential to project success
- ☑ TIF can be leveraged to create a high rate of return on public investment

Before and after images of the Bridge Street District.

DUBLIN, OH

COMMUNITY SNAPSHOT

Dublin, Ohio is a suburb of Columbus, OH with a population of 49,328.

To stay competitive, City of Dublin recognized the need to innovate, creating a vision for an urban, walkable community that they called the Bridge Street District. This included more than 30 acres of land along the Scioto River in 2012 - previously the site of a struggling strip mall and driving range.

IMPLEMENTATION

To bring this vision to life, the city utilized TIF financing to develop 1,700 parking spaces and a significant portion of the road network for the development. The city also invested in public works projects that support the Bridge Street District including the relocation of roadways and roundabouts, and an iconic pedestrian bridge.

Bridge Park is now a well-known destination in central Ohio, allowing visitors, residents and office users to enjoy a once underutilized space. The $500 million+ private investment includes the development of Class A office and retail/restaurant space, for-rent residential units, for-sale condos/ townhomes, an events center and public park.

LEVERAGING MRA TOOLS

- ☑ *Built structured parking to support private development*
- ☑ *Constructed public spaces and parks to create community benefit*
- ☑ *Financed and constructed road network*

KEY TAKEAWAYS

- ☑ TIF financing was utilized to develop infrastructure
- ☑ Redeveloping the large site relied on strong public–private partnerships
- ☑ Attracting a mix of uses created a more vibrant development

BOISE, ID

COMMUNITY SNAPSHOT

The River Myrtle–Old Boise (RMOB) District is a centrally located area in downtown Boise, ID. When established in 1996, the district consisted largely of vacant land, aging warehouses, and remnants of industrial uses. The district was created to ensure that downtown Boise remained the region's hub for business, government, culture, education, and urban living—similar to the Midtown site in its central location and potential for transformation.

IMPLEMENTATION

To support redevelopment goals, Boise's urban renewal agency, the Capital City Development Corporation (CCDC), utilized tax increment financing (referred to as revenue allocation in Idaho). The financing has enabled strategic public investments in infrastructure and streetscapes that have spurred private development and helped transform the RMOB District into a vibrant, mixed-use urban neighborhood.

HOW THE MRA DESIGNATION FUNCTIONS

- ☑ *Improved streetscapes to enhance the safety and functionality of the rights-of-way*
- ☑ *Park Improvements: A partnership with the local Parks department to upgrade a park.*
- ☑ *Built public spaces that celebrated the neighborhood's multicultural history, providing additional event space to support street festivals, and catalyzes placemaking with adjacent private investment and overall neighborhood investment strategy.*

Rebuild Old Boise Blocks project: Grove Street in Boise between 4th Street and 5th Street, looking west.

KEY TAKEAWAYS

- ☑ TIF investments spurred private development
- ☑ TIF served as a key tool to fill financing gaps
- ☑ Redevelopment utilized a mix of capital sources

FINANCIAL TOOLS

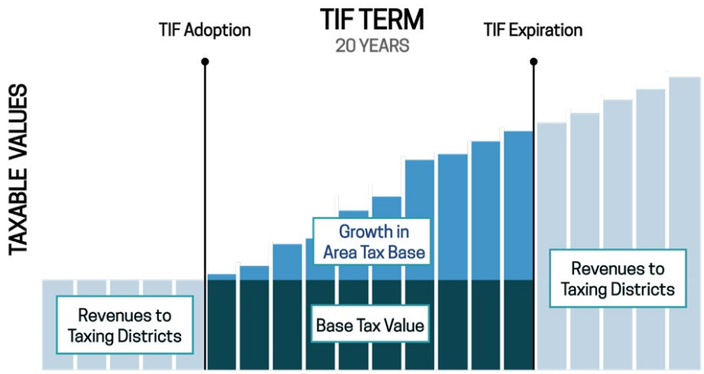
There are several local, state and federal sources that could be used to pay for improvements within the Midtown MRA district. One of the responsibilities of the Metropolitan Redevelopment Agency will be to apply for these sources or establish funding mechanisms that could fund area-wide improvements.

OPPORTUNITY ZONE

The census tract that encompasses the Midtown LINC area is a designated Opportunity Zone (OZ), an area where new investments may be eligible for preferential tax treatment. The program provides deferred or reduced taxes on capital gains from investments in OZs. Projects such as commercial and industrial real estate, housing, infrastructure, and existing or start-up business investments can all produce OZ tax benefit.

TAX INCREMENT FINANCING

Tax increment financing is a flexible, public-private finance tool used by local governments across the country. TIF allocates future increases in taxes from a designated area, or TIF District, to pay for improvements within that area. Generally, the purpose of TIF is to eliminate blight through redevelopment, foster economic development, and enhance the local tax base. In New Mexico, TIF districts may only be established within existing Metropolitan Redevelopment Areas with plans approved by the local government.



In 2024, the State of New Mexico approved changes to the State Metropolitan Redevelopment Area statute to create an enhanced TIF mechanism. The changes now allow for TIF districts to capture a portion of incremental gross receipts tax (GRT) and property tax revenue generated within the district. With the changes to State law, a TIF could collect up to 75% of incremental property and gross receipts taxes generated from the municipality, county and state within a TIF District for up to 20 years. Participation rates are subject to municipal, county and state approval, and could be less than 75% depending on taxing jurisdiction needs and redevelopment goals. Over the TIF period, school, water and other special taxing districts continue to collect their regular tax rate and immediately benefit from growth in the tax base.

TAX INCREMENT DEVELOPMENT DISTRICT

A Tax Increment Development District (TIDD) is a designated area that captures a portion of incremental gross receipts or property tax revenue to finance public infrastructure projects like roads and utilities. A TIDD functions similarly to a TIF. However, for a TIDD to be established, a majority of the property owners in the district must be in favor of the TIDD. Unlike TIFs, which have more flexibility, TIDD funds can only be spent on infrastructure. Lastly, a TIDD relies on tax increases paid by property owners to fund district-wide improvements.

RECOMMENDATIONS & IMPLEMENTATION

The Midtown MRA district and its surrounding neighborhoods are vibrant and diverse, rich with unique assets and poised to grow as an inclusive cultural and economic hub. The following implementation table organizes specific strategies and projects aligned under key goals developed to realize this potential and address the MRA designation criteria. Each goal reflects a targeted approach to foster connectivity, strengthen the built environment, improve safety, promote environmental resilience, encourage thoughtful urban design, expand housing diversity and affordability, and support thriving local businesses for the people of Santa Fe. They also directly respond to the criteria for MRA district designation.

These targeted interventions are designed to support the evolution of this dynamic district. Each action item is paired with implementation partners and the specific geographic areas within the MRA where it applies—providing a clear roadmap for coordinated, phased revitalization. This framework is intended to guide public and private investment, align resources, and support long-term redevelopment success.

FIGURE 12. IMPLEMENTATION TABLE

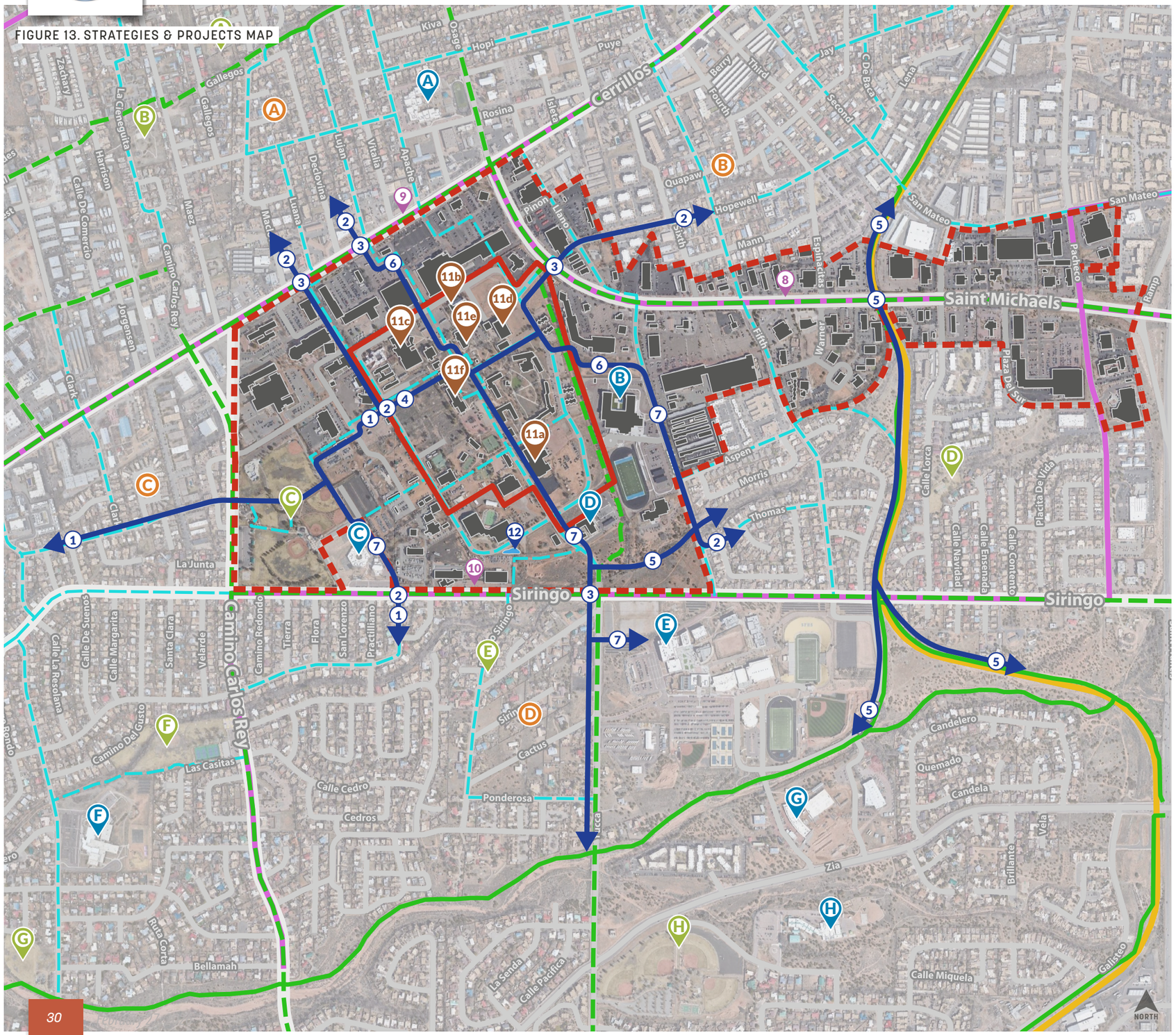
STRATEGIES & PROJECTS	TYPE	LOCATION	PARTNERS	FUNDING	MAP #
GOAL 1: Create convenient connections and upgraded infrastructure. Create strong non-motorized connections between the Midtown site, the MRA district, and surrounding neighborhoods to support a vibrant, mixed-use, and inclusive cultural district. *MRA Criteria Addressed: Defective or Inadequate Street Layout; Obsolete or Impractical Planning and Platting*					
Incorporate Green Stormwater Infrastructure (GSI) as part of every new development	*Infrastructure*	Throughout MRA	*City of Santa Fe, private developers*	*Tax Increment Financing (TIF), Community Development Block Grant (CDBG), Local Capital Improvement Funds, Clean Water State Revolving Fund (CWSRF), Water Infrastructure Finance and Innovation Act (WIFIA), Section 319 Nonpoint Source Grant Program*	*NA*
Enhance connections between General Franklin E Miles Park and the Midtown Site	*Infrastructure*	Midtown Site	*City of Santa Fe, State of New Mexico*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, Santa Fe Community Foundation Grants*	*1*
Enhance connectivity within and around the Midtown site by improving safe, accessible pedestrian and bicycle infrastructure that supports daily physical activity, promotes community health, and strengthens links to surrounding neighborhoods, parks, and key destinations.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, Santa Fe Community Foundation Grants*	*NA*
Improve bicycle and pedestrian connectivity between the Midtown site, Hopewell-Mann and other neighborhoods to the north, east, south	*Infrastructure*	Midtown Site	*City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, Transportation Alternatives program (TAP), Recreational Trails Program (RTP), NM Match Fund*	*2*
Improve bicycle and pedestrian connectivity at intersections on Cerrillos Rd., St. Michael's Dr., and Siringo Rd.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund*	*3*
Improve bicycle and pedestrian connectivity between the Midtown site and General Franklin E Miles Park	*Infrastructure*	Midtown Site	*City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund, Santa Fe Community Foundation Grants*	*4*
Improve bicycle and pedestrian connectivity between the St. Michael's corridor and the Arroyo de Los Chamisos Trail, Rail Trail and other regional trails.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund, Santa Fe Community Foundation Grants*	*5*
Work with nearby property owners to determine the desirability and feasibility of "Soft Connections" that improve convenience, safety, and comfort of people accessing the Midtown site by walking, rolling and riding bikes	*Infrastructure*	Throughout MRA	*Private property owners*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund, Santa Fe Community Foundation Grants*	*6*

STRATEGIES & PROJECTS	TYPE	LOCATION	PARTNERS	FUNDING	MAP #
Establish pedestrian and bicycle connections to educational institutions including Nava Elementary School, Santa Fe High School, Milagro Middle School, NM Highland University Center, as well as adjacent City-owned parcels.	*Infrastructure*	Throughout MRA	*Santa Fe Public Schools, City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund*	*7*
Improve access to community-serving uses at the Site, such as the new Library, by providing safe and convenient routes for walking, rolling, and bicycling from surrounding neighborhoods.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund, Santa Fe Community Foundation Grants*	*NA*
Enhance personal and traffic safety in areas where people are or could be physically active.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds,TAP, RTP, NM Match Fund, AARP Community Challenge Grant*	*NA*
Prioritize pedestrians and cyclists over vehicles.	*Infrastructure*	Throughout MRA	*Private developers, City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund, AARP Community Challenge Grant*	*NA*
Deliver internal connectivity for people walking.	*Infrastructure*	Midtown Site	*Private developers, City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund, AARP Community Challenge Grant*	*NA*
Improve access to transit on St. Michael's Dr., Cerrillos Rd. and Siringo Rd.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund, Santa Fe Community Foundation Grants*	*8, 9, 10*
Minimize cut-through traffic.	*Infastructure*	Midtown Site	*City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds,TAP, NM Match Fund*	*NA*
GOAL 2: Foster a high-quality built environment. Balance preservation with progress by reusing and rehabilitating existing buildings and cultural arts resources to maintain character and reduce waste. *MRA Criteria Addressed: Significant Number of Vacant or Struggling Commercial Properties; Deteriorated or Deteriorating Structures*					
Rehabilitate and reuse existing buildings and cultural resources where feasible. On the Midtown site, this includes but is not limited to the following: • *Greer Garson Studio Complex* • *Greer Garson Theatre Center* • *Visual Arts Center* • *Fogelson Library Complex* • *Benildus Hall* • *Administration Building*	*Infrastructure*	Midtown Site	*Private developers, non-profits, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, Private Donations, NM Match Fund*	*11a, 11b, 11c, 11d, 11e, 11f*
Replace buildings that have reached the end of their useful life with new, more sustainable buildings.	*Infrastructure*	Throughout MRA	*Private developers, non-profits, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, Private Donations, NM Match Fund*	*NA*

STRATEGIES & PROJECTS	TYPE	LOCATION	PARTNERS	FUNDING	MAP #
GOAL 3: Improve safety. Target lighting and crossing improvements at major gateways, transit stops, trail crossings, and other key locations within the MRA district. Encourage ground floor, street facing retail to add more "eyes on the street". *MRA Criteria Addressed: High Crime Rates and Public Safety Concerns*					
Enhance Safety through consistent site lighting.	*Infrastructure*	Throughout MRA	*Private property owners, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, AARP Community Challenge Grant*	*NA*
Assess and enhance pedestrian level lights.	*Infrastructure*	Throughout MRA	*Private property owners, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, AARP Community Challenge Grant*	*NA*
Prioritize high pedestrian and vehicle traffic areas, both current and planned.	*Infrastructure*	Throughout MRA	*Private property owners, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, AARP Community Challenge Grant*	*NA*
GOAL 4: Address environmental challenges through resilient design strategies. Environmental challenges should be addressed through strategic design and infrastructure, including retrofitting the existing pond to enhance stormwater management and ecological function. *MRA Criteria Addressed: Environmental Hazards; Obsolete or Impractical Planning and Platting*					
Retrofit the existing pond in the southern portion of the Midtown site to enhance stormwater management capacity, support biodiversity, and create a visible green amenity for the community.	*Infrastructure*	Midtown Site	*City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, CWSRF, WIFIA, Section 319 Nonpoint Source Grant Program*	*12*
Adopt infrastructure and green building practices that prioritize energy efficiency, reduce greenhouse gas emissions, and expand the use of renewable, clean energy sources in both new construction and building retrofits.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, CWSRF, WIFIA, Section 319 Nonpoint Source Grant Program*	*NA*
Integrate green stormwater infrastructure (GSI)—such as rain gardens, permeable pavement, and bioswales—into every new development to manage runoff, improve water quality, and enhance the public realm.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, CWSRF, WIFIA, Section 319 Nonpoint Source Grant Program*	*NA*
GOAL 5: Establish a better connected block layout with public spaces. Redesign the area with smaller blocks, street-facing commercial buildings, a dense street network, and centrally located parks and plazas. *MRA Criteria Addressed: Defective or Inadequate Street Layout; Faulty Lot Layout that Reduces Usefulness or Redevelopment Potential; Obsolete or Impractical Planning and Platting*					
Create and implement a Parking Demand Management Strategy to provide options and tools that reduce the amount of parking needed for development.	*Connectivity*	Throughout MRA	*Private property owners, developers, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*
Narrow existing roads and when building new roads, make them more narrow.	*Land Use*	Throughout MRA	*City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*

STRATEGIES & PROJECTS	TYPE	LOCATION	PARTNERS	FUNDING	MAP #
Development and redevelopment along Cerrillos Road and St. Michael's Drive should provide greater density of commercial uses and more housing closer to the right of way.	*Land Use*	Throughout MRA	*City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*
GOAL 6: Expand housing variety and affordability. Provide diverse and affordable housing types with a mix of incomes and unit sizes to support community growth and vitality. *MRA Criteria Addressed: Lack of Adequate Housing Facilities or Conditions Preventing Housing Provision*					
Provide a minimum of 30% of the homes developed within the Midtown Master Plan area as affordable for low- and moderate-income households.	*Land Use*	Midtown Site	*Private developers, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*
Dedicate space for 100 percent affordable homes, using such tools as low-income housing tax credits, construction and operating subsidies, and other incentives, with long-term affordability controls through financing terms, land trusts, or other deed restrictions.	*Land Use*	Midtown Site	*Private developers, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*
Pass legislation to require in-lieu-of fees paid within the MRA to be invested in the Midtown Master Plan Area or within the Midtown LINC zoning area.	*Land Use*	Throughout MRA	*Private developers, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*
Strengthen, incentivize, and increase the capacity of non-profit and community organizations to develop affordable housing that focuses on community stabilization of adjacent neighborhoods.	*Land Use*	Throughout MRA	*Private developers, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*
GOAL 7: Vibrant and creative business activity. Build on Midtown's central location and arts heritage by providing diverse spaces for current and emerging businesses to thrive. *MRA Criteria Addressed: Significant Number of Vacant or Struggling Commercial Properties*					
Prioritize resources from the Office of Economic Development to facilitate business location and development in the Midtown District.	*Economic Development*	Midtown Site	*Private developers, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*
Focus disposition for commercial development on industries that establish a creative technology, entertainment, arts, and culture center in Santa Fe, including Film and Multi-media; Technology; Community Arts & Culture (including food); Entertainment; Entrepreneurialism; Locally owned small businesses.	*Economic Development*	Throughout MRA	*Private developers, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*

FIGURE 13. STRATEGIES & PROJECTS MAP



The following map items highlight place-based strategies and goals outlined in the preceding table.

STRATEGIES & PROJECTS

1. Enhance connections between General Franklin E Miles Park, Midtown Site
2. Improve bicycle and pedestrian connectivity between the Midtown site, Hopewell-Mann, other neighborhoods
3. Improve bicycle and pedestrian connectivity at intersections on Cerrillos Rd., St. Michael's Dr., and Siringo Rd.
4. Improve bicycle and pedestrian connectivity between the Midtown site and General Franklin E Miles Park
5. Improve bicycle and pedestrian connectivity between the St. Michael's corridor and the Arroyo de Los Chamisos Trail, Rail Trail and other regional trails.
6. Work with nearby property owners on "Soft Connections" that improve pedestrian access to Midtown.
7. Establish pedestrian and bicycle connections to educational institutions, as well as adjacent City-owned parcels.
8. Improve access to transit on St. Michael's Dr., Cerrillos Rd. and Siringo Rd.
9. Improve access to transit on Cerrillos Rd.
10. Improve access to transit on Siringo Rd
11. Rehabilitate and reuse existing buildings and cultural resources where feasible. On the Midtown site, this includes but is not limited to the following:
    a. *Greer Garson Studio Complex*
    b. *Greer Garson Theatre Center*
    c. *Visual Arts Center*
    d. *Fogelson Library Complex*
    e. *Benildus Hall*
    f. *Administration Building*
12. Retrofit existing pond in the southern portion of the Midtown site.

MAP LEGEND

TRANSPORTATION

BUS ROUTE
- Rail Runner and Rail Trail
- Neighborhood Shared Route
- Regional Trail
- Regional Shared Route

SITE FEATURES & BOUNDARIES
- Existing Pond
- Midtown Site Boundary
- MRA Boundary

NEIGHBORHOODS
A. Casa Alegre
B. Hopewell Mann
C. Midtown
D. Rancho Siringo

PARKS
A. Cielo Vista
B. Los Hermanos Rodriguez
C. General Franklin E. Miles
D. Southridge Calle Lorca
E. Rancho Siringo
F. Herb Martinez
G. Monica Lucero
H. Ragle

SCHOOLS
A. Salazar Elementary
B. Milagro Middle
C. Nava Elementary
D. New Mexico Highlands University Center
E. Santa Fe High
F. Kearny Elementary
G. Early College Opportunities High School
H. Chaparral Elementary

As part of the implementation strategy, an assessment of available financing tools has identified Tax Increment Financing as a leading option. TIF offers a powerful mechanism to help fund critical infrastructure improvements while capturing the long-term benefits of economic growth and reinvestment in the area.

HOW CAN TIF WORK IN MIDTOWN?

TIF districts can provide communities the funds necessary to implement the strategic goals outlined in their redevelopment plans. By attracting investment that would not occur without tax increment financing, the Metropolitan Redevelopment Agency can help catalyze economic growth and increase the long-term tax base for all jurisdictions.

A Midtown TIF district could help facilitate the redevelopment of Midtown by generating the funding necessary to rehabilitate the area in alignment with community needs and existing plans for the site. TIF could finance efforts by the Metropolitan Redevelopment Agency to address key considerations identified in the Midtown Master Plan, which include connectivity and mobility, integrated stormwater management, civic and open space, and affordable housing.

More specifically, TIF could serve as a critical source of funds for the following:

- ☑ *Catalytic public infrastructure including streets and utilities that would make Midtown parcels development-ready;*
- ☑ *Plazas and open space;*
- ☑ *Public assistance for affordable housing;*
- ☑ *Gap financing for parking structures and other extraordinary development costs; and*
- ☑ *Renovation and rehabilitation of existing structures for adaptive reuse.*

TAX INCREMENT FINANCING PROJECTIONS

For the purposes of this plan, TIF revenues were projected for the Midtown MRA boundary. If approved, initial projections indicate that a new TIF district encompassing the proposed Midtown MRA could generate approximately $190.0 million in TIF revenue (including gross receipts taxes from construction) over 20 years for use on eligible costs within the district. Annual tax revenue collected by the MRA is projected to range from approximately $376,000 to $11.1 million annually in the first ten years of the TIF, and up to $17.3 million in the final year of the TIF. This 20-year revenue stream would provide the opportunity for significant public investment and economic development programming.

FIGURE 14. MIDTOWN MRA TIF REVENUE PROJECTIONS

REVENUE PROJECTION ASSUMPTIONS

TIF revenue is generated through inflationary property value growth on existing properties, growth of gross receipts due to inflation or increased sales, or new development which generates additional property and gross receipts tax revenue. The TIF revenue projections are based on a series of assumptions. Current property and gross receipts tax rates are assumed to remain constant throughout the entire analysis period. In addition, it is assumed that the participating taxing districts — the City, the County, and the State — all contribute 50% of their incremental revenues generated within the district to the TIF.

Additional assumptions relate to property tax and gross receipts tax growth rates over time, as well as new development within in the district. Stabilized growth rate assumptions for existing property and current commercial activity are based on historic growth observed or estimated for the Midtown MRA boundary. Future development and phasing assumptions are based on preliminary development proposals received by the Metropolitan Redevelopment Agency, as well as market demand analysis conducted by SB Friedman.

TAKEAWAYS

A TIF that encompasses the Midtown MRA could generate significant revenues to fund the rehabilitation and redevelopment of Midtown in accordance with community needs and existing policies and plans. However, because TIF relies in large part on new development to generate funding, most of the revenue from a Midtown MRA TIF would likely be generated in the last ten years of the TIF.

The new TIF revenues give the City multiple options to fund redevelopment. The City could choose to enter into public-private partnerships with developers to advance priority development projects and fund extraordinary development costs that are often not covered by the private sector, such as environmental remediation, higher shares of affordable housing, and public infrastructure associated with new development. The city could also issue bonds against these revenues to pay for needed public infrastructure, such as streets, parks, and plazas, to establish the public realm framework and make parcels within the Midtown site development-ready.

FIGURE 15. DRIVERS OF GROWTH

Drivers of Growth	
Property Tax Base (2025)	$70.0 Million
GRT Base (202)	$276.1 Million
Stabilized Property Tax Annual Growth Rate	2.43%
Stabilized GRT Annual Growth Rate	2.50%
New Development	Preliminary Development Interest

APPENDIX

APPENDIX ITEM A: METROPOLITAN REDEVELOPMENT POWERS

This plan provides the agency with broad powers, as noted in 3-60A-10 of New Mexico state statute.

These powers, which only exist within the MRA district, include:

- ☑ **A.** *Undertaking and carrying out metropolitan redevelopment projects, including clearance and redevelopment, rehabilitation, conservation and development activities and programs; to make, enter into and execute contracts up to $200,000 and other agreements and instruments necessary or convenient to the exercise of its powers under the Redevelopment Law;*

- ☑ **B.** *Agree to conditions that it may deem reasonable and appropriate that are attached to federal financial assistance and imposed pursuant to federal law, including conditions relating to the determination of prevailing salaries or wages or compliance with federal and state labor standards, compliance with federal property acquisition policy; and to include in a contract let in connection with the project provisions to fulfill these conditions as it may deem reasonable and appropriate; provided, however, that all purchases of personal property shall be in accordance with the **City of Santa Fe** Procurement Code;*

- ☑ **C.** *Inspect any building or property in a metropolitan redevelopment area in order to make surveys, appraisals, soundings or test borings and; to acquire, by purchase, lease, option, devise or otherwise, any real property or personal property for its administrative or project purposes, together with any improvements thereon;*

- ☑ *Prepare for redevelopment any such property; to insure or provide for the insurance of real or personal property or operations of the local government against risks or hazards, including the power to pay premiums on that insurance; and to enter into contracts necessary to effectuate the purposes of the Metropolitan Redevelopment Code up to **$200,00 in value**;*

- ☑ **D.** *Apply for money subject to those procedures and limitations as may be provided in the constitution of New Mexico or statutes and to apply for and accept advances, loans, grants, contributions and other forms of financial assistance from the federal government, the state, the county or other public body or from sources, public or private, for the purposes of the Metropolitan Redevelopment Code **subject to approval and ratification by Governing Body**;*

- ☑ *A local government may include in a contract for financial assistance with the federal government for a metropolitan redevelopment project conditions imposed pursuant to federal law that the local government may deem reasonable or appropriate and that are not inconsistent with the purposes of the Metropolitan Redevelopment Code;*

- ☑ **E.** *Make plans necessary for the carrying out of the purposes of the Metropolitan Redevelopment Code and to contract with any person, public or private, in making and carrying out such plans and to adopt or approve, modify and amend the plans following community engagement. The plans may include without limitation:*

  - ☑ *(1) redevelopment plans for specific areas;*

  - ☑ *(2) plans for programs of voluntary or assisted repair and rehabilitation of buildings and improvements;*

  - ☑ *(3) appraisals, title searches, surveys, studies and other preliminary plans and work necessary to prepare for the undertaking of metropolitan redevelopment projects;*

- ☑ **F.** *Develop, test and report methods and techniques and carry out demonstrations and other activities for the prevention and elimination of blight and to pay for, accept and use grants of funds from the federal government for those purposes;*

- ☑ **G.** *Appropriate under existing authority the funds and make expenditures necessary to carry out the purposes of the Metropolitan Redevelopment Code and under existing authority to; to close, vacate, plan or replan streets, roads, sidewalks, ways or other places; in accordance with applicable law or ordinances, to plan or replan; and to enter into agreements with a metropolitan redevelopment agency vested with metropolitan redevelopment project powers, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by the local government pursuant to the powers granted by the Redevelopment Law;*

- ☑ **H.** *Organize, coordinate and direct the administration of the provisions of the Redevelopment Law as they apply to the local government in order that the objective of remedying blighted areas and preventing the causes of those areas within the jurisdiction of the local government may be most effectively promoted and achieved;*

- ☑ **I.** *Acquire real property that is appropriate for the preservation or restoration of historic sites; the beautification of urban land; the conservation of open spaces, natural resources; or the provision of recreational opportunities; or that is to be used for public purposes as **limited by their contracting authority**;*

- ☑ **J.** ***May** engage in the following activities as part of a metropolitan redevelopment project:*

  - ☑ *(1) special projects directed to the removal of materials and architectural barriers that restrict the mobility and accessibility of elderly and disabled persons;*

  - ☑ *(2) provision of public services in the metropolitan redevelopment area that are not otherwise available in the area, including the provisions of public services directed to the employment, economic development, crime prevention, childcare, health, drug abuse, welfare or recreation needs of the people who reside in the metropolitan redevelopment area;*

  - ☑ *(3) payment of the nonfederal share of any federal grant-in-aid program to the local government that will be a part of a metropolitan redevelopment project;*

  - ☑ *4) payment of reasonable administrative costs and carrying charges related to the planning and execution of plans and projects;*

- ☑ **K.** *In a metropolitan redevelopment project or rehabilitation or conservation undertaking or activity, to exercise the following powers in one or more metropolitan redevelopment areas to include the elimination and prevention of the development or spread of blight and may involve redevelopment in that area or rehabilitation or conservation in that area or any combination or part of those areas in accordance with a metropolitan redevelopment plan and for undertakings or activities of a local government in a metropolitan redevelopment area to eliminate the conditions that caused an area to be so designated and may include the following:*

  - ☑ *(1) clearing the land, grading the land the land in accordance with the metropolitan redevelopment plan;*

  - ☑ *(2) making the land available for development by private enterprise or public agencies, including sale, initial leasing, leasing or retention by the local government itself, at its fair market value for uses in accordance with the metropolitan redevelopment plan for the area;*

- ☑ **L.** *The local government is empowered in a metropolitan redevelopment area to undertake redevelopment that includes:*

  - ☑ *(1) demolition and removal of buildings and improvements;*

  - ☑ *(2) making the real property available for development or redevelopment by private enterprise or public agencies, including sale, leasing or retention by the local government itself, at its fair value for uses in accordance with the metropolitan redevelopment area plan; and*

- ☑ **M.** *Engage in rehabilitation or conservation that includes the restoration and renewal of a blighted area or portion thereof in accordance with any approved plan, by:*

  - ☑ *(1) carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements;*

- ☑ *(2) demolition or removal of buildings and improvements thereon where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen or increase density, eliminate obsolete or other uses detrimental to the public welfare or to otherwise remove or prevent the spread of blight or deterioration or to provide land for needed public facilities;*

- ☑ *(3)* ***make recommendations*** *for the disposition of any property acquired in the area, including sale, leasing or retention by the local government itself, for uses in accordance with an approved plan*

- ☑ *(4) repair or rehabilitation of structures within the area;*

- ☑ *(5) power to resell repaired or rehabilitated property;*

- ☑ *(6)* ***after approval by the City of Santa Fe and after it has been determined that the expenditure is in accordance with the metropolitan redevelopment plan for that area, the Commission may authorize*** *the use of the proceeds of bonds issued pursuant to the Metropolitan Redevelopment Code for the purpose of constructing, repairing, remodeling or modifying a building or buildings located in the metropolitan redevelopment area. Such rehabilitation or conservation with use of funds expended by authority of the Metropolitan Redevelopment Code or by metropolitan revenue bonds authorized by that code shall be authorized.*

APPENDIX ITEM B: SANTA FE MIDTOWN MARKET STUDY

MIDTOWN MARKET ANALYSIS

Santa Fe Metropolitan Redevelopment Agency

Briefing Book | September 8, 2025

SBFRIEDMAN

VISION
ECONOMICS
STRATEGY
FINANCE
IMPLEMENTATION

TABLE OF CONTENTS

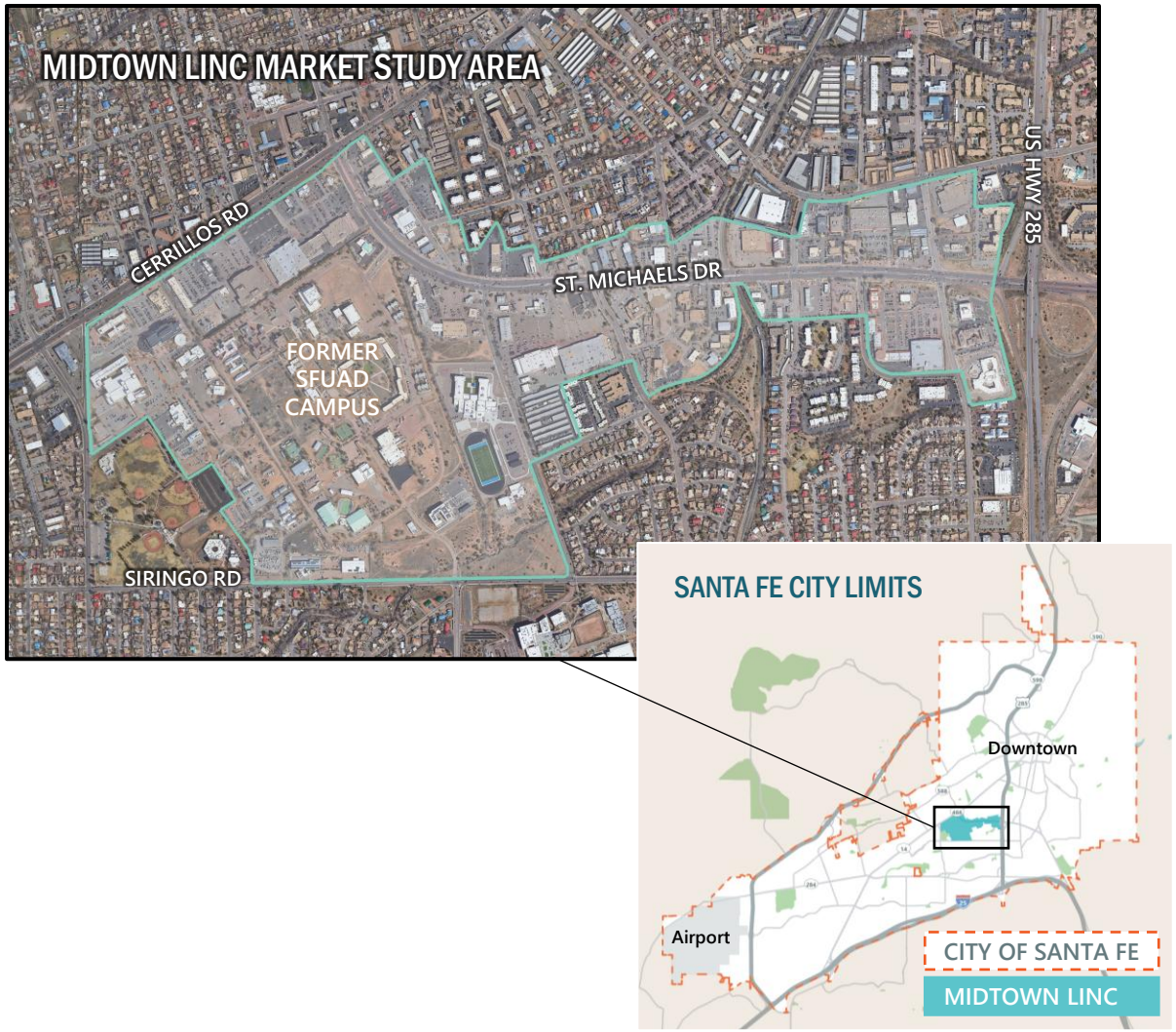
INTRODUCTION	3
MIDTOWN AREA ANALYSIS	8
INDUSTRY & DEMOGRAPHIC TRENDS	17
SANTA FE REAL ESTATE SUPPLY	26
MARKET ANALYSIS CONCLUSIONS	40

INTRODUCTION

STUDY PURPOSE

Midtown Local Innovation Corridor – Market Analysis

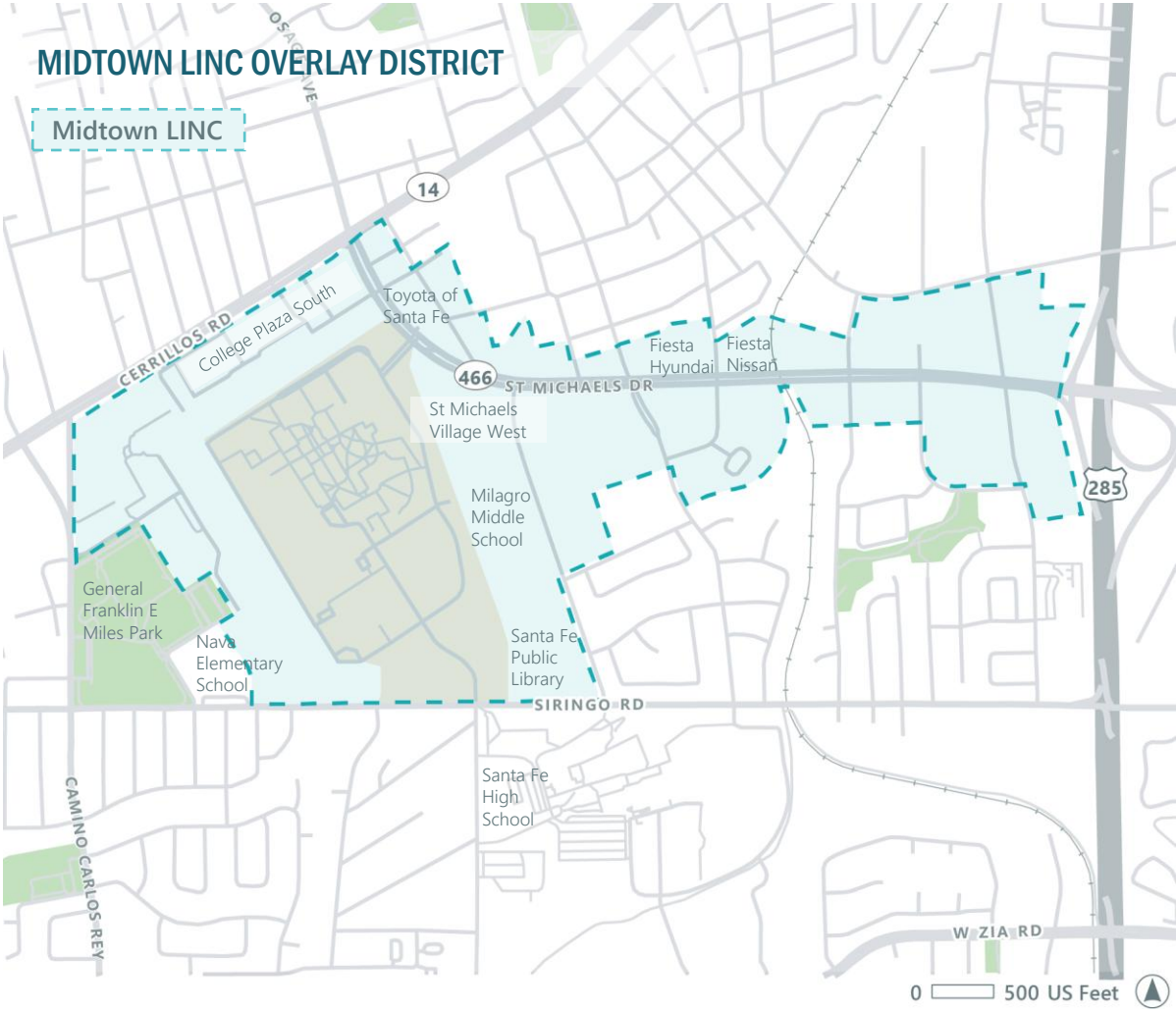
- The Santa Fe Metropolitan Redevelopment Agency engaged SB Friedman Development Advisors, LLC (SB Friedman) to conduct a market study for the area encompassed by the Midtown Local Innovation Corridor (LINC) Overlay District in concurrence with a Metropolitan Redevelopment Area designation for a similar area.
- The Midtown LINC encompasses ±378 acres of land near the intersection of Cerrillos Road and St. Michaels Drive in the geographic center of Santa Fe. The area includes the campus of the former Santa Fe University of Art and Design (SFUAD), which permanently closed in 2018.
- The 64-acre campus site was the focus of the recent community-driven Midtown master planning process following extensive public engagement. In November 2022, the City of Santa Fe approved the Midtown Master Plan. The long-term vision for the site prioritizes sustainability, economic vitality, and the creation of a mixed-use urban center.
- As part of this study, SB Friedman assessed industry and demographic trends in Santa Fe; analyzed the recent performance of multifamily, office, hotel, and retail in the Midtown LINC and the surrounding city; and estimated the pace of buildout for redevelopment sites within the study area.



MIDTOWN AREA – NEIGHBORHOOD CONTEXT

The Midtown LINC is primarily an auto-oriented area along major transportation corridors

- The Midtown LINC is bounded by Cerrillos Road to the northwest, Camino Carlos Rey to the east, Siringo Road to the south, and encompasses properties on either side of St. Michaels Road between Cerillos Road and U.S. 285.
- The LINC includes several shopping centers, big-box retailers, public sector uses including government offices, a middle school and the Santa Fe Public Library, some offices and the former campus of SFUAD.
- Cerrillos Road is a major transportation corridor in Santa Fe and is a nine-lane multi-modal roadway with a 40-mph speed limit. In addition to the six through lanes, Cerrillos Road has on-street unprotected bike lanes, a raised median and dedicated left- and right-turn lanes with access to surrounding businesses. Cerrillos Road is one of Santa Fe's most heavily trafficked roadways with 2024 annual average daily traffic counts of over 45,900 within the sections of the LINC. The heavy traffic, large building footprints and parking lots lining Cerrillos Road contribute to the auto-oriented nature of the corridor.
- St. Michaels Drive is another heavily trafficked corridor in Santa Fe. St. Michaels Drive is a seven-lane multimodal roadway with a 40-mph speed limit. In addition to six through lanes, St. Michaels Drive has a raised median and a left-turn lane. St. Michaels Drive had 2024 annual average daily traffic counts of over 24,700 within sections of the LINC.



MIDTOWN MASTER PLAN VISION

Midtown site is envisioned as a vibrant, walkable, mixed-use community at the center of the city

- The Midtown Master Plan focuses on the 64-acre, former SFUAD campus. After a four-year planning effort, which included extensive community engagement, the Midtown Master Plan and accompanying Midtown Community Development Plan were approved by the City of Santa Fe in 2022 and 2023, respectively. These documents lay out the community's vision for the site as well as the policies guiding future redevelopment.
- The Midtown Master Plan envisions the site as a vibrant, walkable, mixed-use community for Santa Feans at the center of the city, with a mix of new construction and adaptive reuse of existing structures.
- To execute the vision, the Midtown Master Plan includes sub-zone standards and façade-zone standards. Sub-zone standards designate preferred uses for each development site. Midtown site sub-zones include civic-space, mixed-use neighborhood, mixed-use center, mixed-use office, mixed-use film and community-oriented use. Façade-zone standards control physical elements including setbacks, height step backs and required frontage types. Midtown site façade zones include plaza, main street, main street-office, live/work, neighborhood residential and neighborhood paseo.

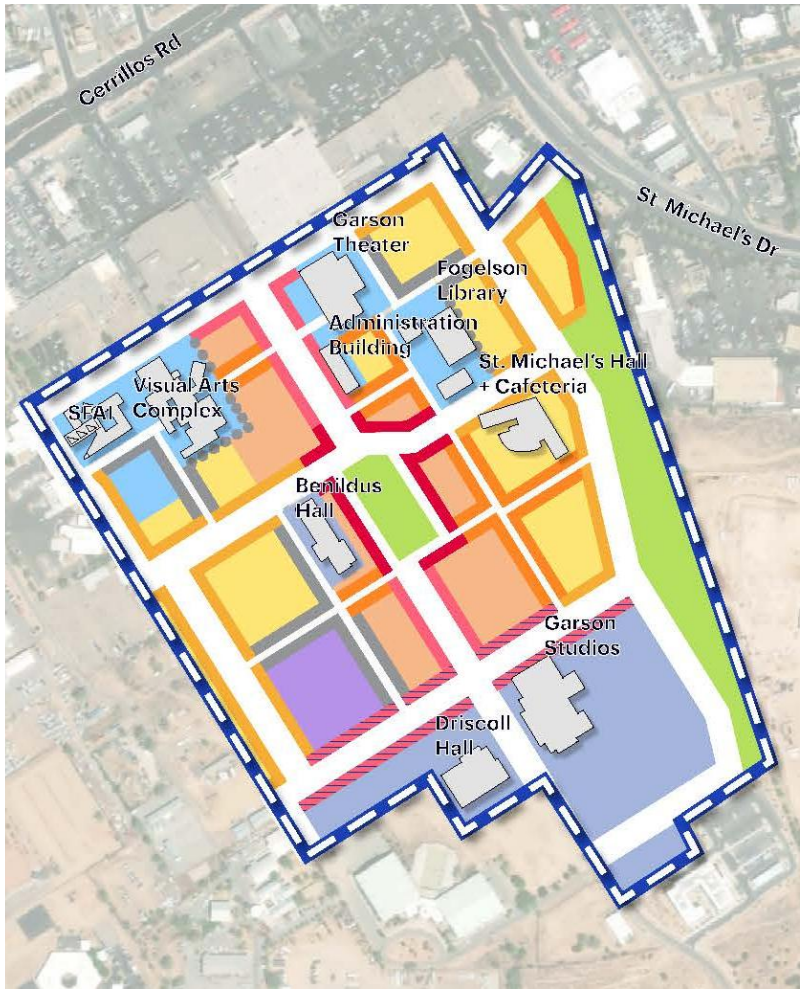
The Midtown Site

Sub-Zones:

- Civic Space (CS)
- Mixed-Use Neighborhood (MU–N)
- Mixed-Use Center (MU–C)
- Mixed-Use Office (MU–O)
- Mixed-Use Film (MU–F)
- Community-Oriented Use (CO)
- Existing Buildings to Reuse

Facade Zones:

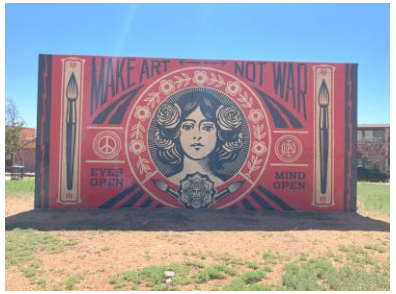
- Plaza (PL)
- Main Street (MS)
- Main Street–Office (MS–O)
- Live/Work (LW)
- Neighborhood Residential (NR)
- Neighborhood Paseo (NP)
- 3 stories max. height within 30' of indicated parcel line



Source: City of Santa Fe Metropolitan Redevelopment Agency, SB Friedman

MIDTOWN AREA – EXISTING CONDITIONS

A market-responsive strategy can help achieve the Midtown Master Plan vision



- The Midtown LINC is negatively impacted by physical and economic issues: lacking or unsafe infrastructure, large vacant properties, underutilized land, and recent disinvestment.
- This study builds off the 2022 Midtown Master Plan and analyzes the market conditions for the various land uses proposed in the plan.

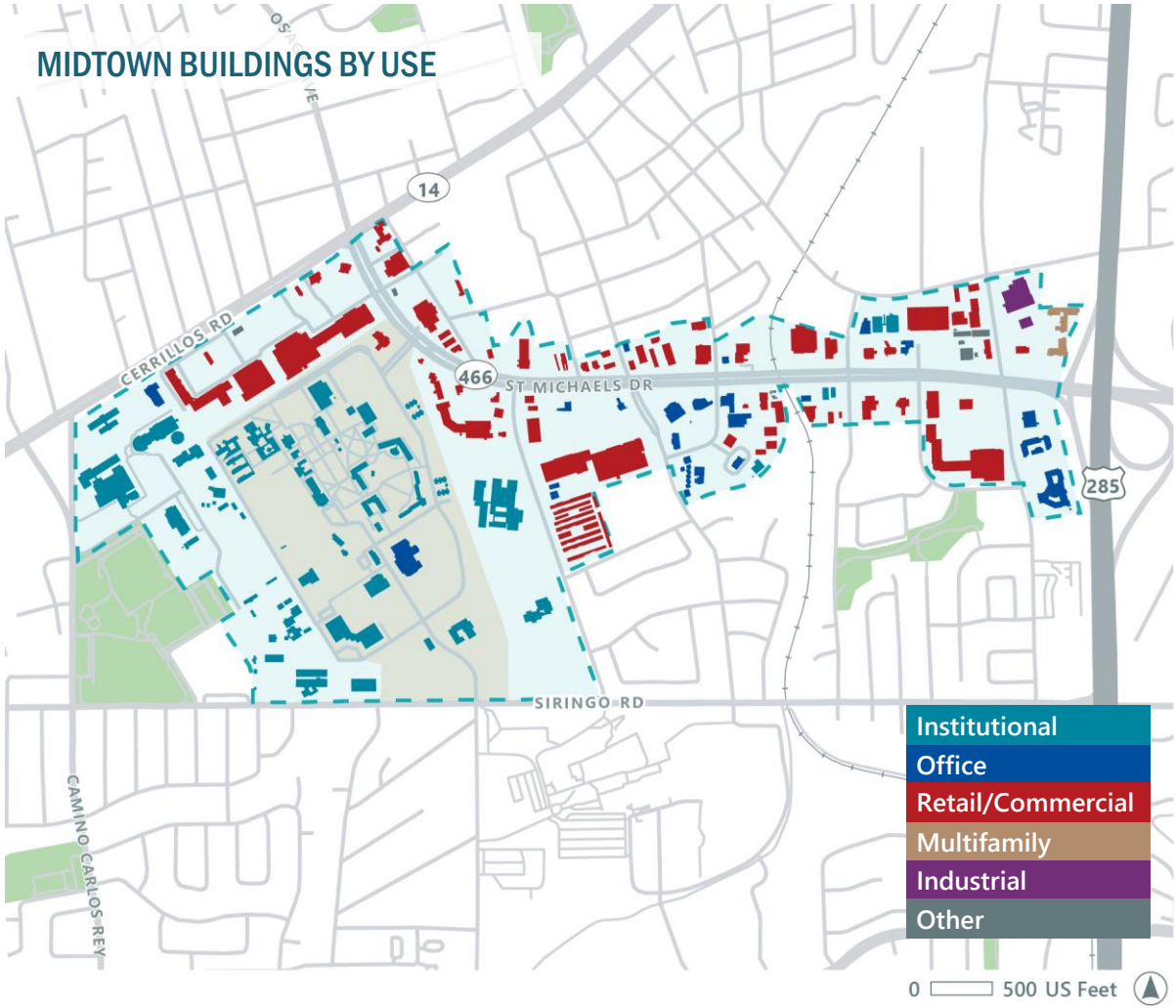
Source: SB Friedman

MIDTOWN AREA ANALYSIS

MIDTOWN AREA LINC BUILDING USES

Commercial and institutional uses account for the bulk of the building area in the Midtown LINC

- Commercial and retail buildings account for a plurality of the building area within the Midtown LINC. Commercial properties are primarily located along Cerillos Road and St. Michaels Drive, the two major thoroughfares in the study area.
- The Midtown LINC also contains many institutional buildings, most of which are located on the former SFUAD campus site and surrounding properties. Some of the former campus buildings will be reused, though others will be demolished to accommodate redevelopment.
- There are office buildings located throughout the Midtown LINC, though most are concentrated on the eastern half of the study area, along St. Michaels Drive.
- There is also one multifamily property and two industrial buildings within the Midtown LINC, all on the eastern edge of the study area.



MIDTOWN LINC EXISTING REAL ESTATE SUPPLY

Existing Midtown real estate supply is primarily commercial and institutional with some office space

- The Midtown LINC primarily contains commercial and institutional land uses. The Midtown LINC contains approximately 1.1M SF of commercial space. Midtown's commercial square footage makes up 15.6% of Santa Fe's total commercial inventory.
- Over 348,100 SF of commercial space was built in Santa Fe since 2015, with the Midtown LINC capturing 52,057 SF. Therefore, the Midtown LINC's capture of new commercial development (15.0%) is roughly equal to its total share of Santa Fe commercial space (15.6%).
- The Midtown LINC is not a core office market. The Midtown LINC currently contains 332,421 of office space, or 4.6% of the total office space in Santa Fe. Approximately 115,600 SF of office space has been built across the city since 2015. Meanwhile, the last office project delivered in the Midtown LINC was completed in 2003.
- There is one rent-restricted affordable multifamily project within the Midtown LINC. This project has 136 units, which accounts for 1.6% of the entire city's multifamily inventory. The Midtown LINC does not contain other residential uses but is surrounded by residential neighborhoods like Hopewell-Mann.

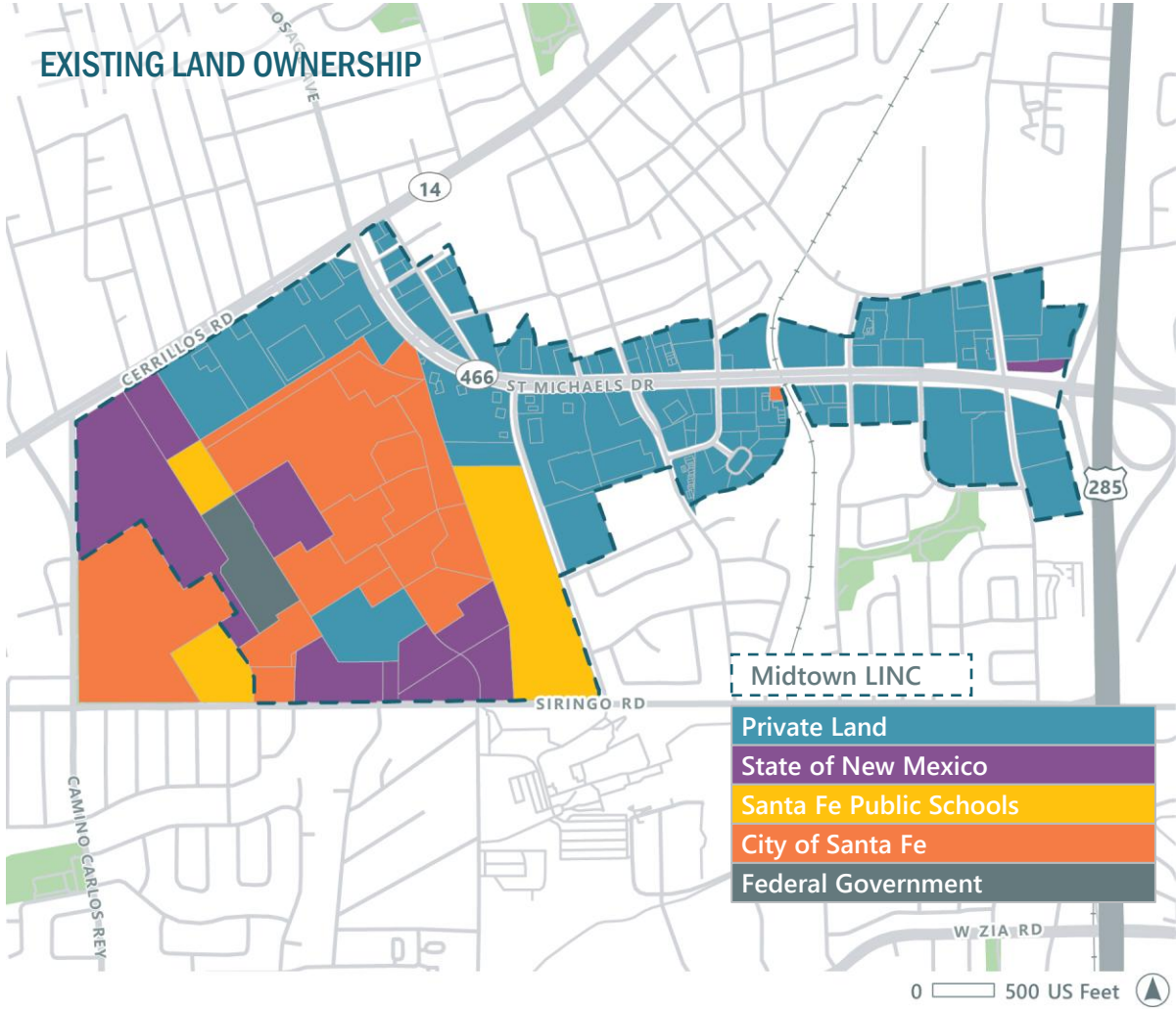
	Santa Fe	Midtown LINC	Area Capture
Total Multifamily Units	8,425	136[1]	1.6%
Built Since 2015	*2,389*	*0*	*0%*
Stabilized Vacancy	7.2%	N/A	--
Average Rent/SF	$2.00	N/A	--
Total Commercial SF	7,268,856	1,131,333	15.6%
Built Since 2015	*348,158*	*52,057*	*15.0%*
Vacancy	2.3%	1.6%	--
Average Rent/SF	$18.45	$15.90	--
Total Office SF	7,160,595	332,421	4.6%
Built Since 2015	*115,567*	*0*	*0%*
Vacancy	1.6%	N/A	--
Average Rent/SF	$23.68	N/A	--

[1]A single rent-restricted affordable multifamily project accounts for all Midtown units..
Source: CoStar, SB Friedman

EXISTING LAND OWNERSHIP

Public entities control most of the land associated with the former SFUAD campus

- Land within the Midtown LINC land is owned by private owners as well as various public entities including the State of New Mexico, Santa Fe Public Schools, the City of Santa Fe and the federal government.
- The land associated with the former SFUAD campus is mostly held publicly, giving the public sector significant control over how this land is redeveloped.

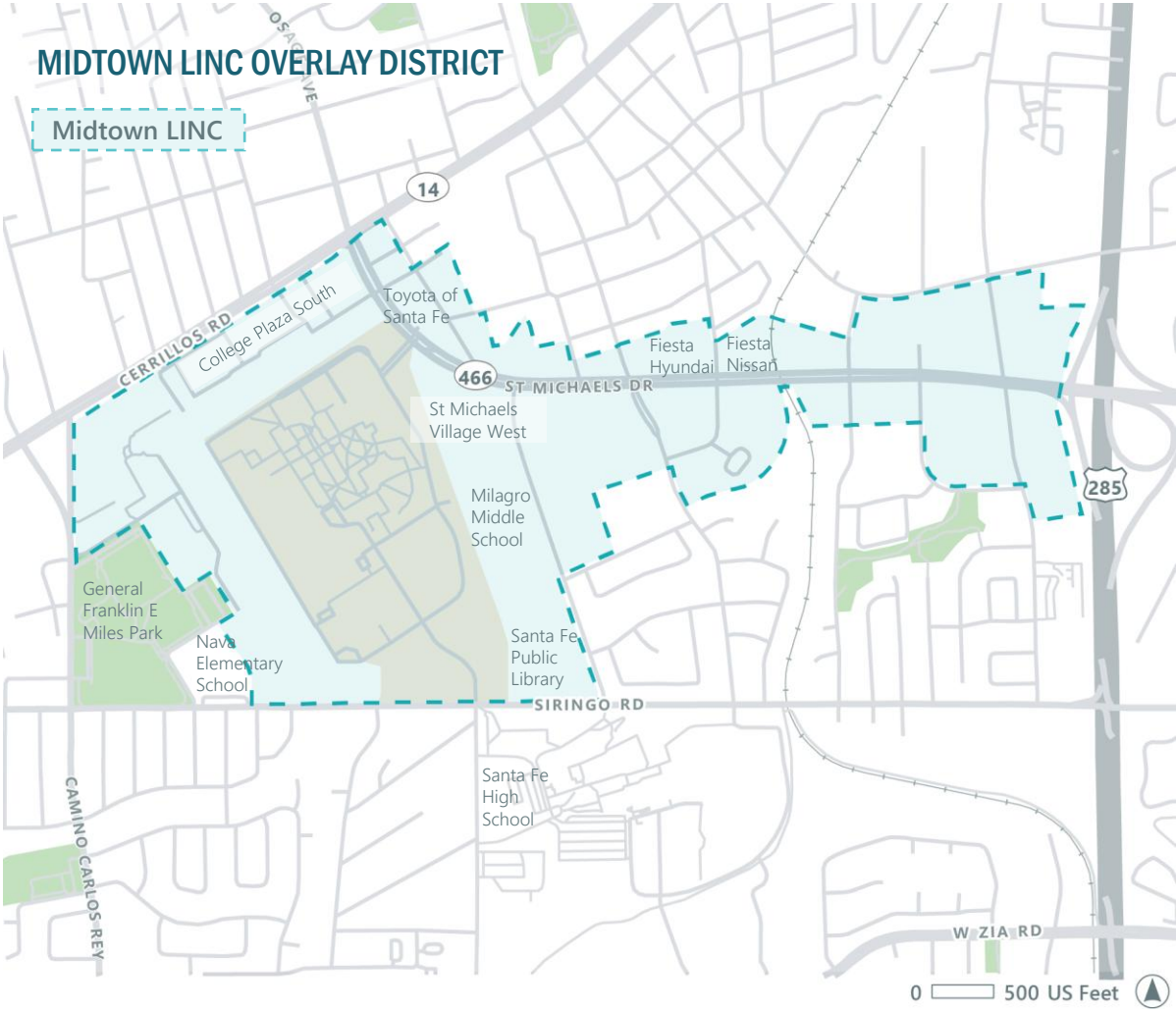


Source: City of Santa Fe, SB Friedman

MIDTOWN LINC OVERLAY DISTRICT

The overlay prioritizes denser, mixed-use buildings, but such development has not occurred in the area

- The Midtown Local Innovation Corridor (LINC) Overlay District is a zoning overlay adopted by the City of Santa Fe in 2016. The purpose of the Midtown LINC is to strengthen the built environment, support redevelopment, and enhance connectivity within Santa Fe's geographic and demographic center.
- The overlay established design standards that prioritize four-story mixed-use buildings, street facing architecture and enhanced landscaping to foster a more cohesive urban fabric. The overlay also prohibits certain uses that are not aligned with the district vision.
- Residential projects and certain non-residential uses that meet development standards pay reduced development budget water fees and are exempt from various impact and review fees. Additionally, qualifying projects go through a more streamlined, administrative plan review process.
- However, despite these changes, the qualifying projects that the overlay intended to facilitate have not yet been developed, though one such project—the Arthouse—is currently under construction. Real estate market interviews indicated that strict design standards, insufficient incentives, and unwilling property owners have limited new, residential development within the LINC.

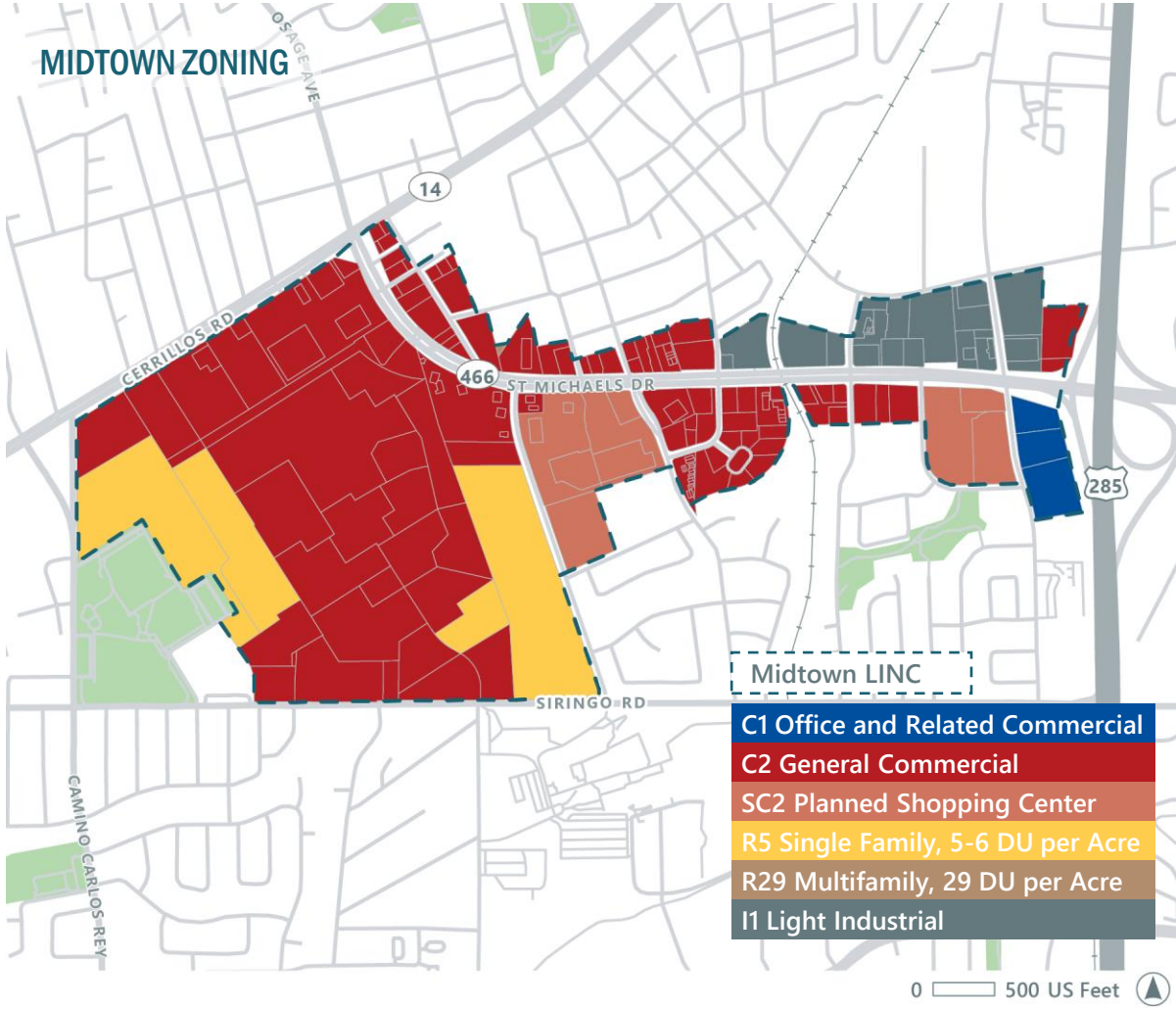


Source: City of Santa Fe, Pland Collaborative, SB Friedman

ZONING

Midtown is primarily zoned for commercial uses with some residential, light industrial and office

- Most of the base zoning in the Midtown LINC is for general commercial uses. Other uses include light industrial, planned shopping centers, single family residential, and office and related commercial uses.
- The Midtown LINC overlay allows for residential uses throughout the area, regardless of base zoning, while prohibiting certain uses that are not aligned with the district vision. The design overlay also sets design standards that prioritize four-story mixed-use buildings, street-facing architecture and enhanced landscaping to foster a more cohesive urban fabric.

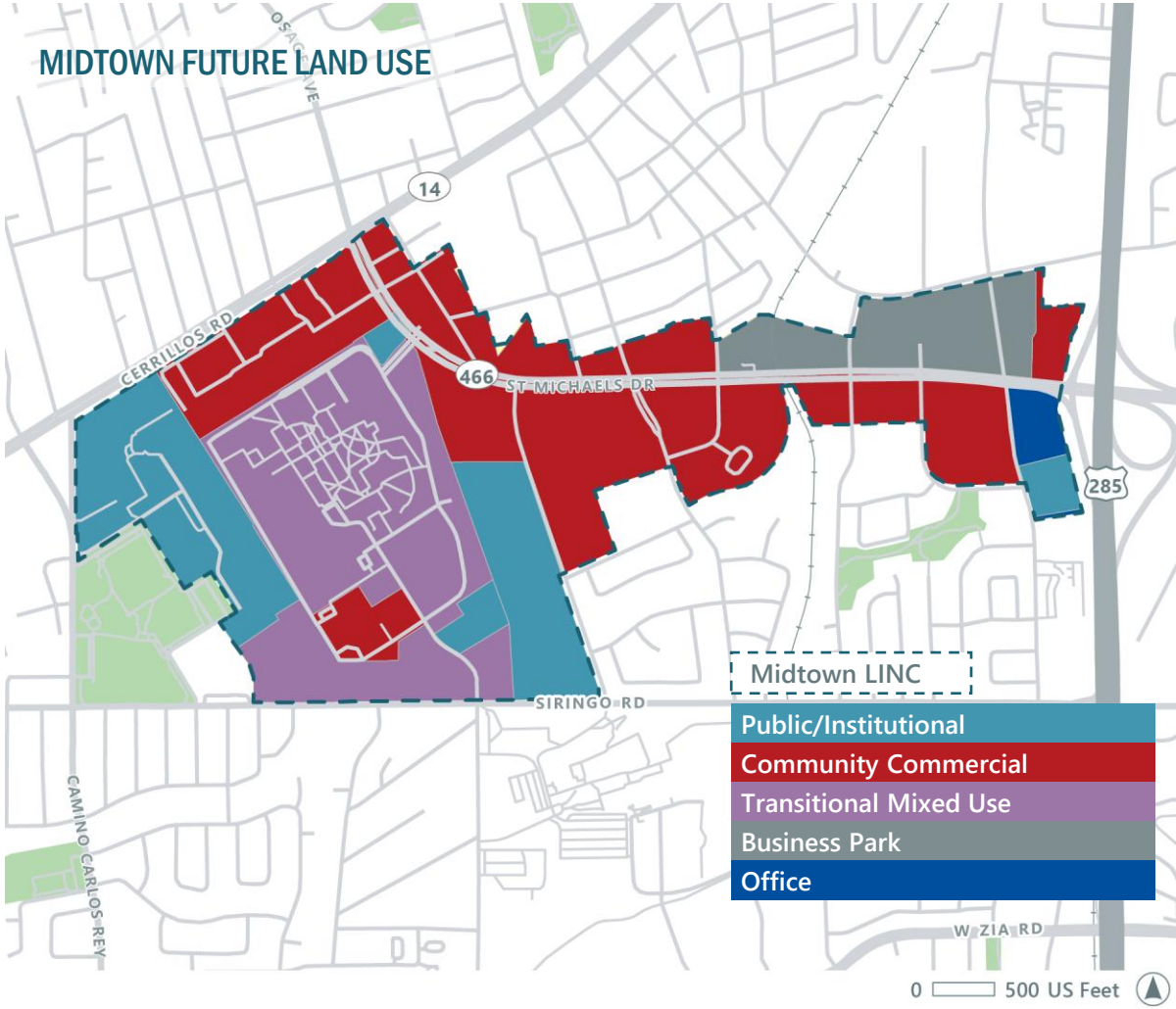


Source: City of Santa Fe, SB Friedman

FUTURE LAND USE

Future land use of Midtown generally reflects current zoning with some adjustments

- The future land use of the Midtown LINC includes public/institutional, community commercial, transitional mixed use, business park and office uses.
- Much of the land that is currently zoned for single family residential will be public/institutional in the future, which is in line with the current public sector ownership of the site.
- Some of the land currently zoned for general commercial uses is designated to be transitional mixed use in the future. This transitional mixed use portion of the site includes the core Midtown site.
- The land along Cerrillos Road and St. Michaels Drive is anticipated to remain designated for commercial uses.

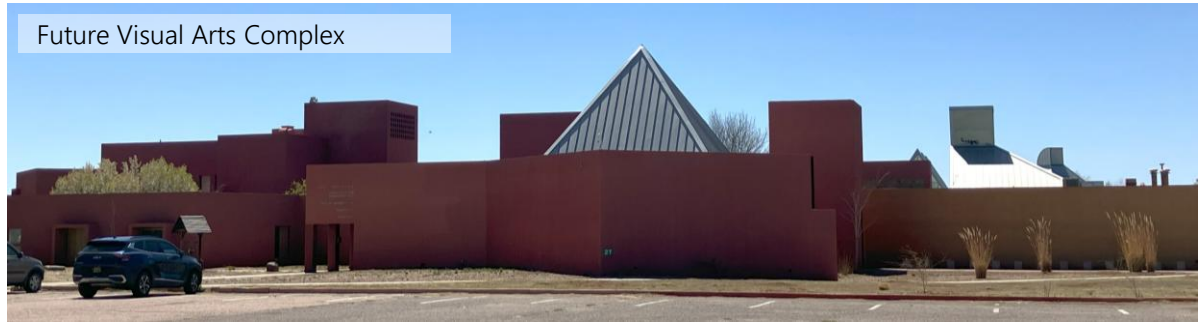


Source: City of Santa Fe, SB Friedman

MIDTOWN CAMPUS ANCHORS

Existing and planned anchors will generate activity and help make Midtown a destination

Plans for the Midtown campus include several anchors that will generate activity on the site and help contribute to a sense of place. Some of these uses are currently operating while others will reactivate or redevelop existing structures on the former SFUAD campus.


Future Visual Arts Complex

Future Fogelson Library

Garson Studios

CURRENTLY OPERATING USES

Garson Studios: Existing studio facilities were redeveloped and now include 24,100 SF of soundstages and over 27,000 SF of office and production support space.

Santa Fe Art Institute: SFAI currently operates a 17,000 SF facility that includes art studios, a gallery, a library, and artist living accommodations.

PLANNED USES

Visual Arts Complex: Existing SFUAD facilities will be redeveloped into a creative cultural hub that will provide accessible arts, design and cultural programming and education to the community.

Greer Garson Theatre Center: Currently not operational, the facility includes a 500-seat theater, a 100-seat black box theater, classrooms and additional amenities. After renovations, the facility will be reactivated as a performing arts venue with additional community-oriented uses.

Fogelson Library: The former SFUAD library will be converted to a branch of the Santa Fe Public Library complete with a community learning and innovation center.

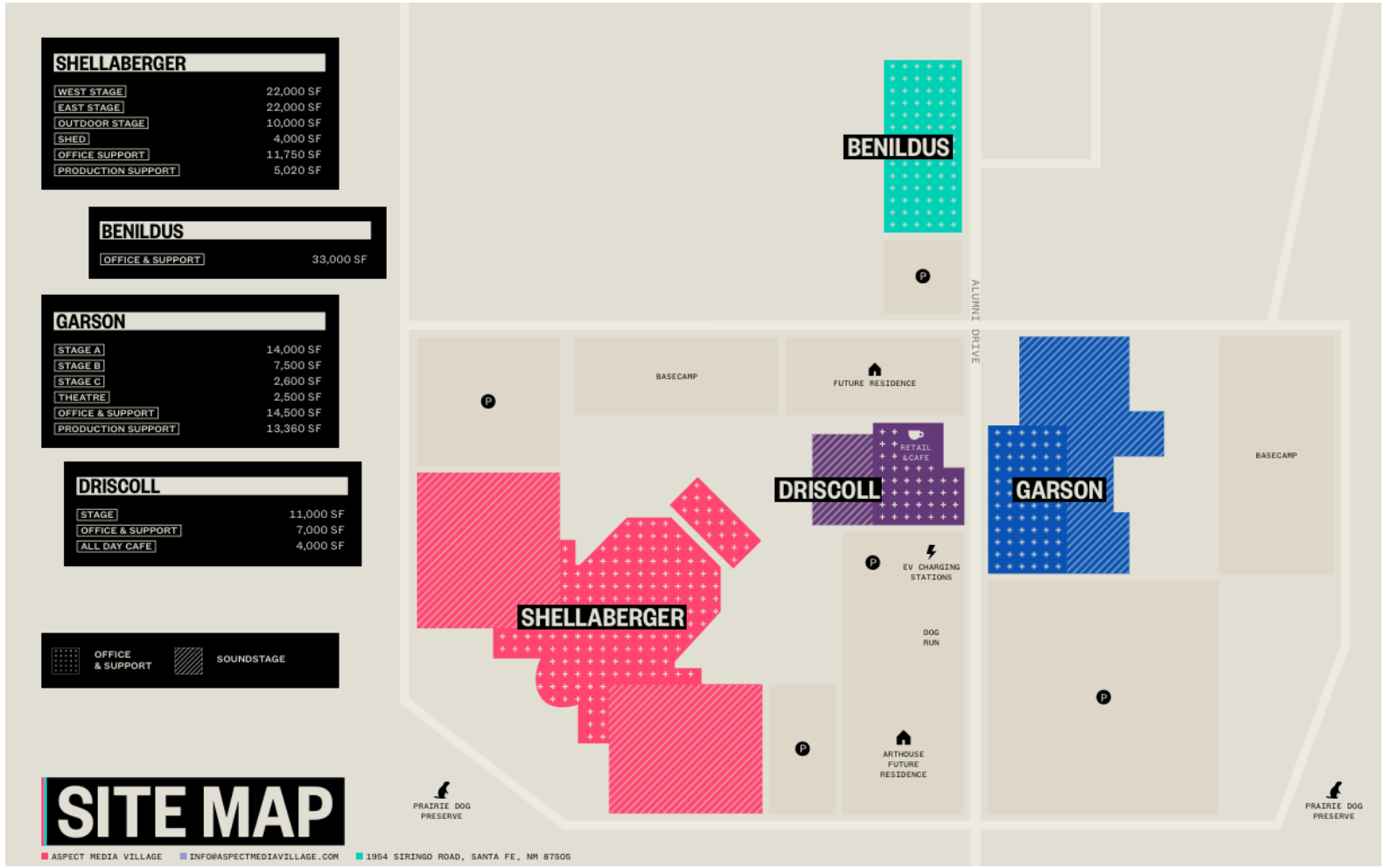
Aspect Media Village Movie Theater: An existing theater space in Garson Studios will be opened as a 2,500 SF commercial movie theater.

Aspect Media Village Restaurant and Bar: Part of the existing Driscoll Hall building will be developed into a 4,000 SF restaurant space.

ASPECT MEDIA VILLAGE

Aspect Media Village is the largest film and tv production studio in northern New Mexico

- Aspect Media Village encompasses approximately 23 acres within the Midtown LINC and is located on the southern end of the former SFUAD campus.
- Aspect Media Village is the largest film and tv production studio in northern New Mexico. It includes six soundstages totaling over 75,000 square feet, as well as 90,000 square feet of office and support space.
- In addition to the studio space, there are several planned development and redevelopment projects planned for Aspect Media Village, including the 129-unit Arthouse multifamily development, another future multifamily development, a movie theater and restaurant.



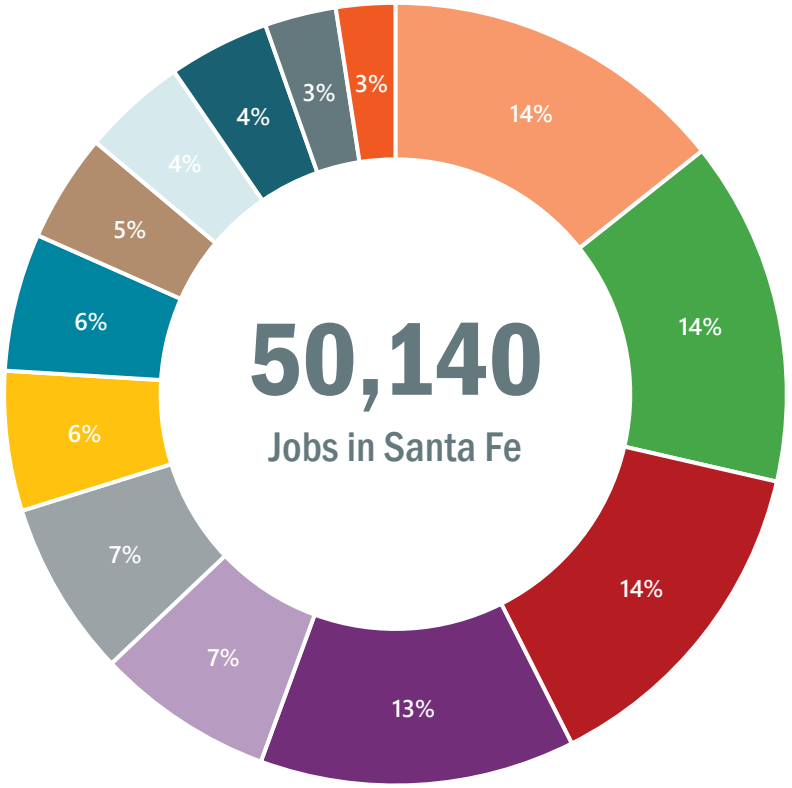
Source: Aspect Media Village

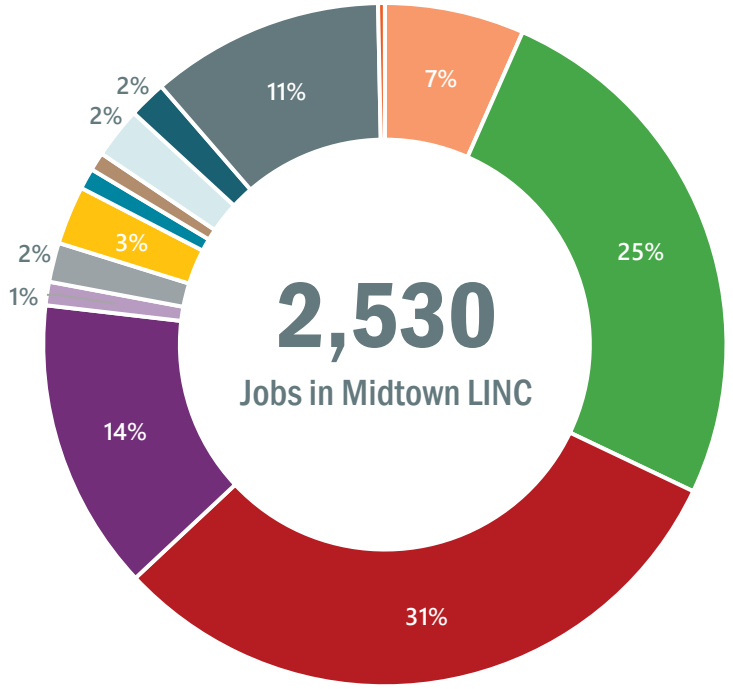
INDUSTRY & DEMOGRAPHIC TRENDS

SANTA FE EMPLOYMENT BASE

Over half of Midtown LINC jobs are in public administration or retail trade

There are approximately 50,140 jobs in Santa Fe and 2,530 jobs in the Midtown LINC. Health Care and Social Assistance, Public Administration and Retail Trade are the top sectors in Santa Fe, each making up 14% of jobs. Meanwhile, Retail Trade and Public Administration are the top sectors in the Midtown LINC, making up 31% and 25% of Midtown LINC jobs, respectively. While 56% of jobs in the Midtown LINC are within these two sectors, they make up only 28% of jobs in the whole city. The Midtown LINC also has a larger share of jobs in accommodation and food services and finance and insurance than the city.





5%

OF SANTA FE JOBS ARE IN MIDTOWN

- Health Care and Social Assistance
- Public Administration
- Retail Trade
- Accommodation and Food Services
- Admin & Support, Waste Mgmt & Remediation
- Other
- Professional, Scientific & Technical Services
- Educational Services
- Construction
- Other Services (Excluding Public Admin)
- Information
- Finance and Insurance
- Arts, Entertainment & Recreation

Source: US Census Longitudinal Employment Household Dynamics (LEHD), 2022

SANTA FE COUNTY AND CITY TARGET INDUSTRIES

The City and Santa Fe County target similar industries, including creative and film industries

Santa Fe County and the City of Santa Fe hope to attract similar clusters, particularly in the outdoor recreation, creative, and film industries. As part of Santa Fe County Economic Development Division's goal to "promote a sustainable and equitable community," the County aims to incentivize sustainable economic development through strategies including enhancing four target industry clusters. The City of Santa Fe Office of Economic Development similarly focuses on strengthening target industry cluster development.

SANTA FE COUNTY

- OUTDOOR RECREATION
- CREATIVE INDUSTRIES
- FILM INDUSTRIES
- AGRICULTURE

CITY OF SANTA FE

- OUTDOOR RECREATION
- CREATIVE/EXPERIENCE
- THE ARTS
- FILM INDUSTRIES
- FOOD SECTOR
- TECH & ADVANCED MANUFACTURING
- HEALTHCARE
- TOURISM & HOSPITALITY

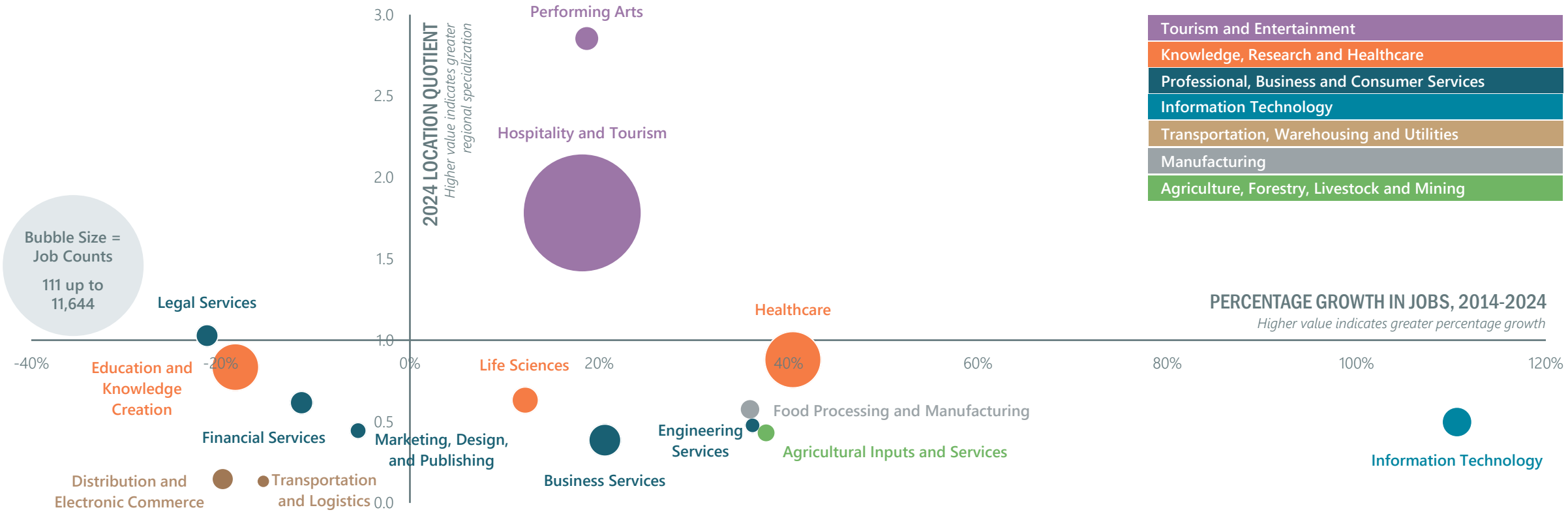
OUTDOOR RECREATION
CREATIVE
FILM
OTHER

Source: City of Santa Fe Office of Economic Development, Santa Fe County Economic Development Division, SB Friedman

SANTA FE COUNTY MAJOR ECONOMIC CLUSTERS

Information Technology was the fastest growing sector in Santa Fe County over the last decade

Santa Fe County has experienced growth across many economic clusters since 2014. The Information Technology cluster grew by over 110% (+360 jobs) from 2014 to 2024, making it the fastest growing sector in the county. Despite its significant growth, it only provides 691 jobs, making it the fifth largest sector in the county. The two largest sectors, Hospitality and Tourism and Healthcare, which provide over 11,500 and 2,700 jobs, respectively, had more moderate growth rates of 18% (+1,790 jobs) and 40% (+800 jobs).



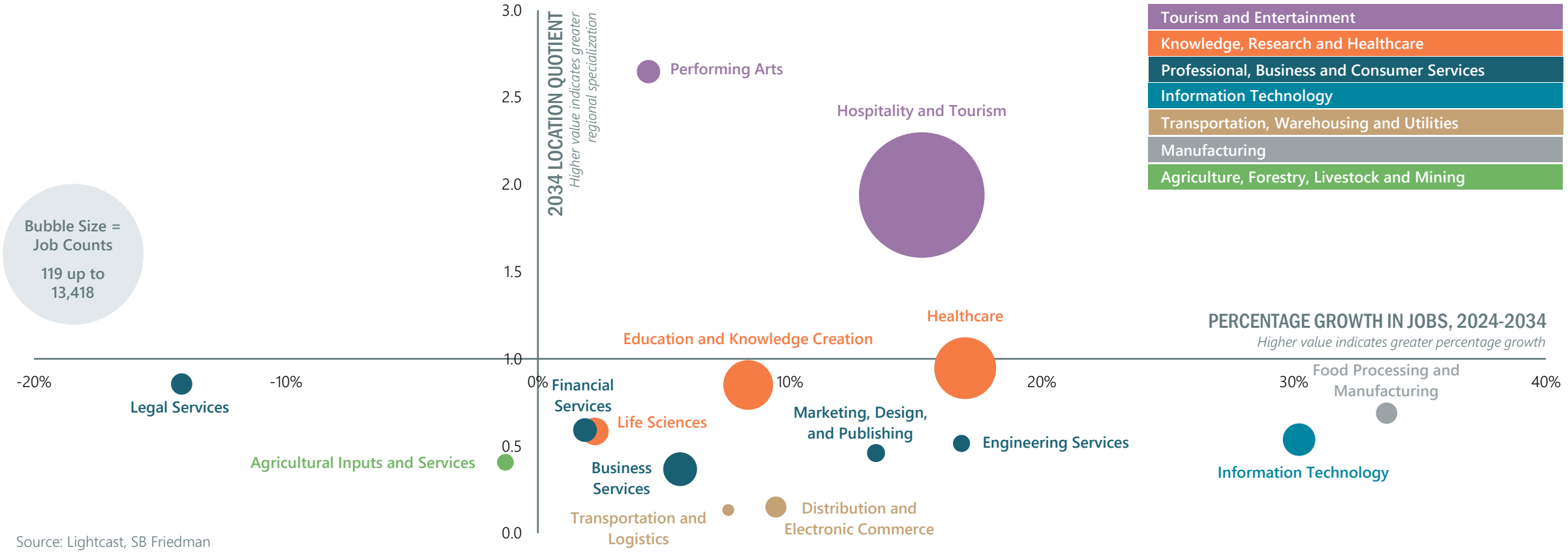
Source: Lightcast, SB Friedman

SB Friedman Development Advisors, LLC

SANTA FE COUNTY PROJECTED ECONOMIC CLUSTER GROWTH

Job growth is projected to be driven largely by Hospitality and Tourism

Hospitality and Tourism is projected to remain the largest employment cluster, adding over 1,770 jobs to the county from 2024 to 2034. Hospitality and Tourism's growth will account for 47% of projected new jobs during the period. Healthcare is projected to remain the second-largest economic cluster, adding over 470 jobs to the county and accounting for 13% of new jobs during the period. While Food Processing and Manufacturing and Information Technology are projected to be the fastest growing clusters, their growth will only account for a combined 9% of new jobs.



Source: Lightcast, SB Friedman

SB Friedman Development Advisors, LLC

HISTORIC & PROJECTED MAJOR ECONOMIC CLUSTER GROWTH

Most clusters are projected to grow after experiencing job losses from 2014 to 2024

Hospitality and Tourism has remained the largest employment cluster in Santa Fe County since 2014. Hospitality and Tourism provides over four times as many jobs as the second-largest cluster. Although Hospitality and Tourism is the largest sector, it has the lowest average wage of the ten largest employment sectors. The second-largest cluster has shifted from Education in Knowledge Creation in 2014 to Healthcare in 2024. Healthcare is projected to remain the second-largest cluster while Education and Knowledge Creation remains the third-largest after experiencing negative growth from 2014 to 2024.

	Employment, 2014	Employment, 2024	Employment, 2034	Employment CAGR, 2014-2024	Employment CAGR, 2024-2034	Weighted Average Wage, 2024
Hospitality and Tourism	9,851	11,644	13,418	1.7%	1.4%	$41,700
Healthcare	1,982	2,783	3,255	3.5%	1.6%	$103,300
Education and Knowledge Creation	2,382	1,943	2,105	-2.0%	0.8%	$54,100
Business Services	763	920	972	1.9%	0.6%	$108,600
Information Technology	328	691	900	7.7%	2.7%	$150,900
Life Sciences	564	632	647	1.2%	0.2%	$110,300
Financial Services	531	470	479	-1.2%	0.2%	$285,000
Legal Services	573	450	387	-2.4%	-1.5%	$131,400
Performing Arts	376	446	466	1.7%	0.4%	$96,700
Distribution and Electronic Commerce	429	344	377	-2.2%	0.9%	$95,400

Source: Lightcast, SB Friedman

SANTA FE HOUSEHOLD AGE & INCOME

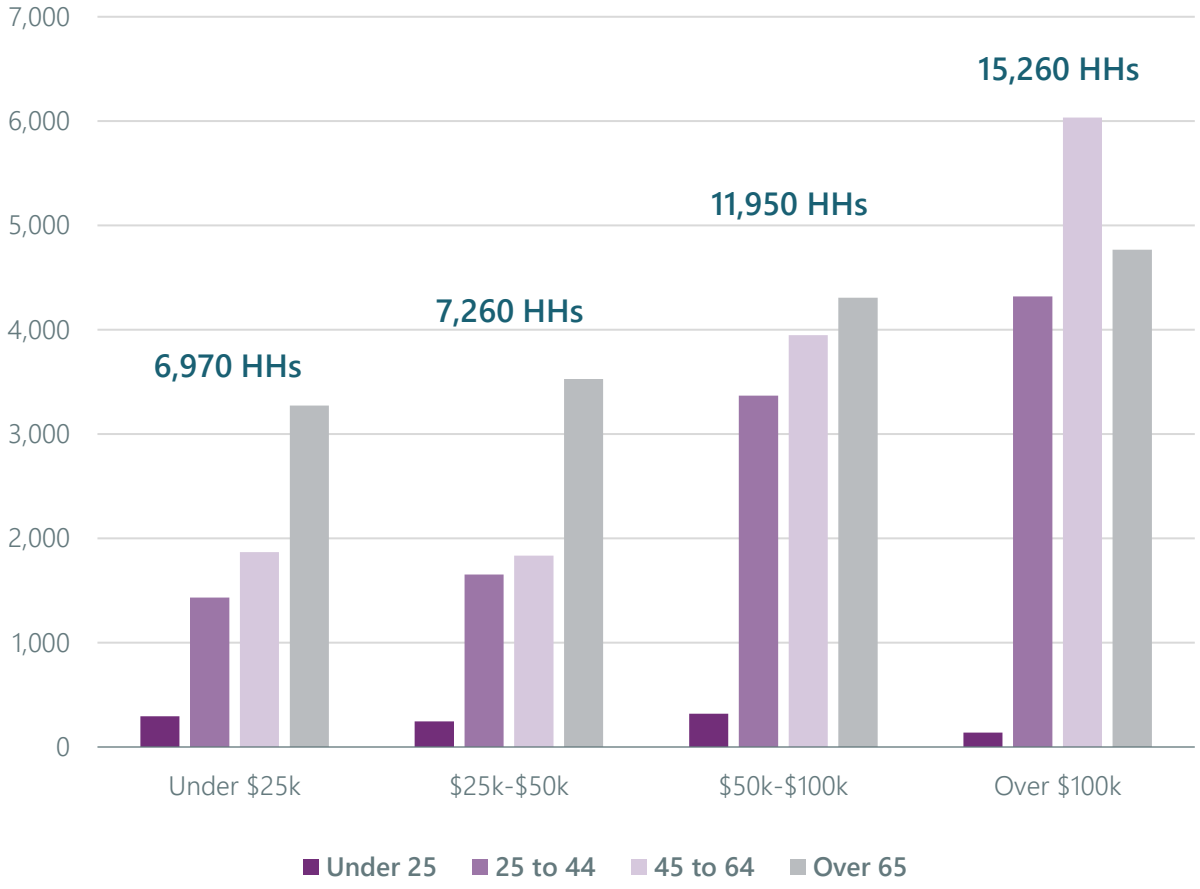
Santa Fe is projected to see an increase in households earning above $100k annually

$74,200
MEDIAN HOUSEHOLD INCOME

46
MEDIAN AGE

- As of 2024, Santa Fe has a population of 90,187 and has a total of 41,335 households. While median household income is $74,200, over 35% of Santa Fe households have incomes of over $100,000.
- Between 2024 and 2029, Santa Fe is projected to gain 1,300 net new households. Santa Fe is projected to lose approximately 900 households earning less than $25,000 and 750 households earning between $25,000 and $50,000 over this period.
- Santa Fe is projected to gain approximately 100 households earning between $50,000 and $100,000 and 2,900 households earning over $100,000 during this period.

SANTA FE HOUSEHOLDS BY AGE & INCOME, 2024

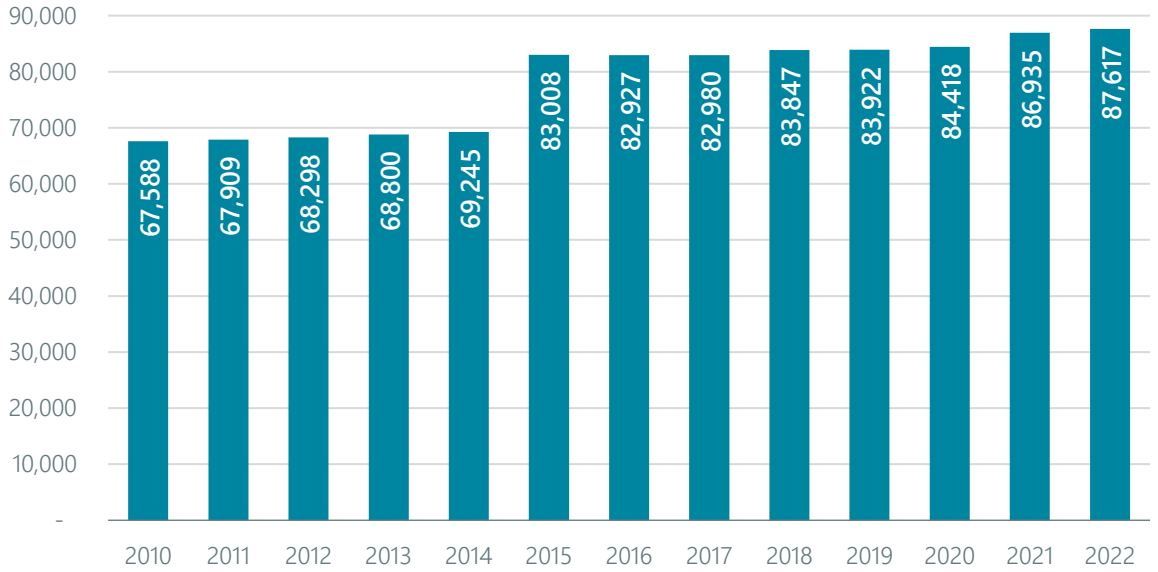


Source: Esri Business Analyst (2024), SB Friedman

SANTA FE POPULATION & JOB GROWTH

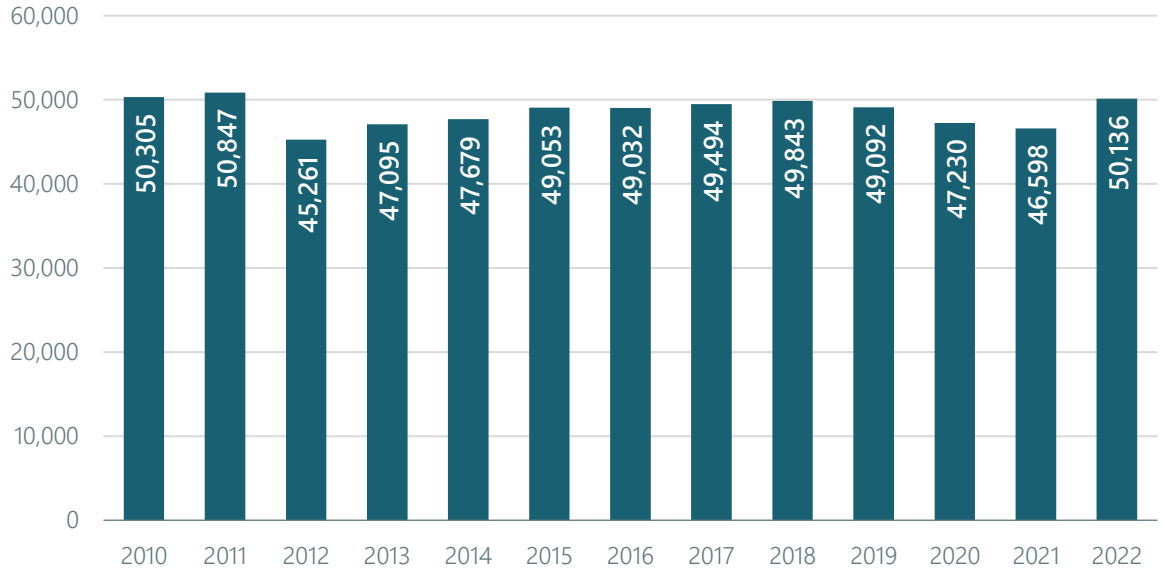
Total population has increased while total jobs have decreased

SANTA FE TOTAL POPULATION, 2010-2022[1]



- The total population of Santa Fe increased from 67,588 in 2010 to 87,617 in 2022. From 2014 to 2015, the population increased by 13,763, at least 13,200 of which was due to the annexation of 4,400 acres by the City of Santa Fe.
- From 2015 to 2022, the total population of Santa Fe grew at a compound annual growth rate of 0.8%.

SANTA FE TOTAL JOBS, 2010-2022



- The total number of jobs in Santa Fe decreased from 50,035 in 2010 to 50,136 in 2022. Santa Fe lost more than 5,000 jobs between 2010 and 2012. Since 2012, the total number of jobs has increased but has yet to recover to 2010 levels.

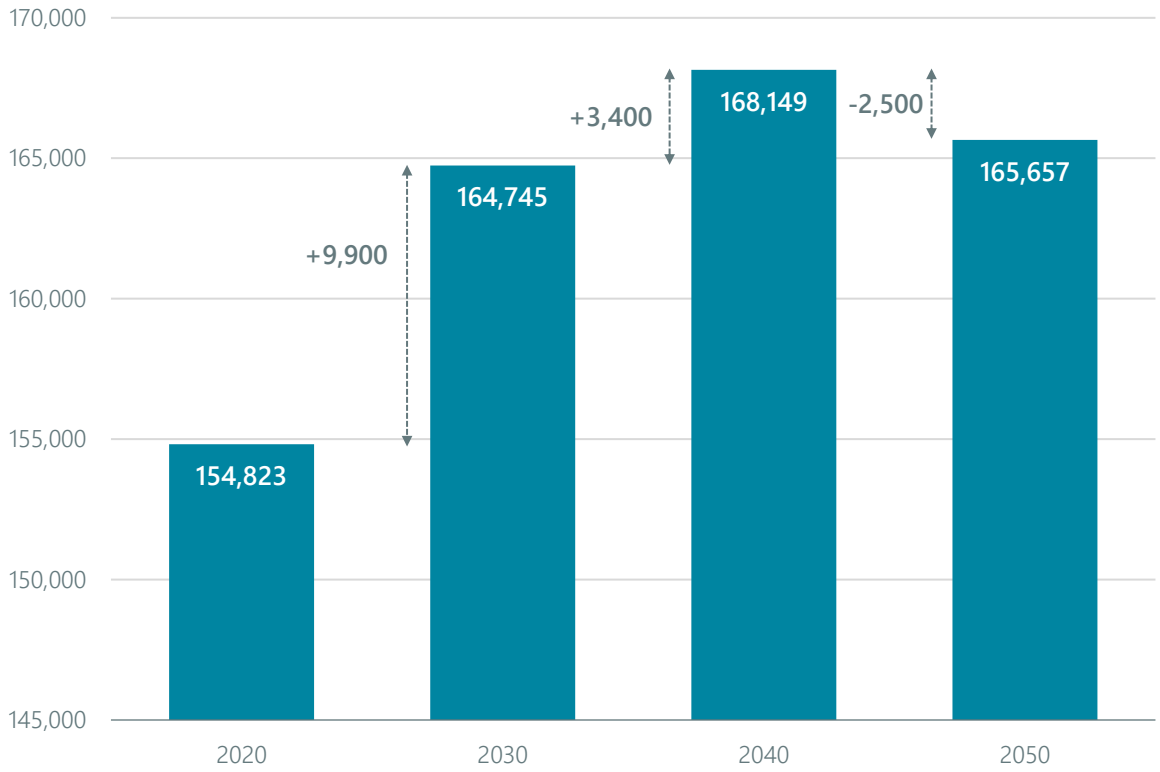
[1]Annexation of 4,400 acres to Santa Fe in 2014 added approximately 13,200 residents to Santa Fe.
Source: American Community Survey (ACS) 5-Year Estimates (2010-2023), US Census Longitudinal Employment Household Dynamics (LEHD) (2010-2022), SB Friedman

SANTA FE COUNTY PROJECTED POPULATION GROWTH

Santa Fe County projected to add over 13,300 net new residents between 2020 and 2040

- The Santa Fe County population is projected to increase by over 13,300 from 2020 to 2040. Approximately three-quarters of the population growth from 2020 to 2040 is projected to occur from 2020 to 2030. County population is projected to reach 164,745 by 2030 and 118,150 by 2040.
- After reaching 168,149 in 2040, Santa Fe County's population is projected to decrease by almost 2,500 by 2050. Although population is projected to decrease from 2040 to 2050, it is projected to remain higher than the 2030 population.

SANTA FE COUNTY POPULATION PROJECTIONS, 2020-2050



Source: University of New Mexico Population Projections (2010-2050), SB Friedman

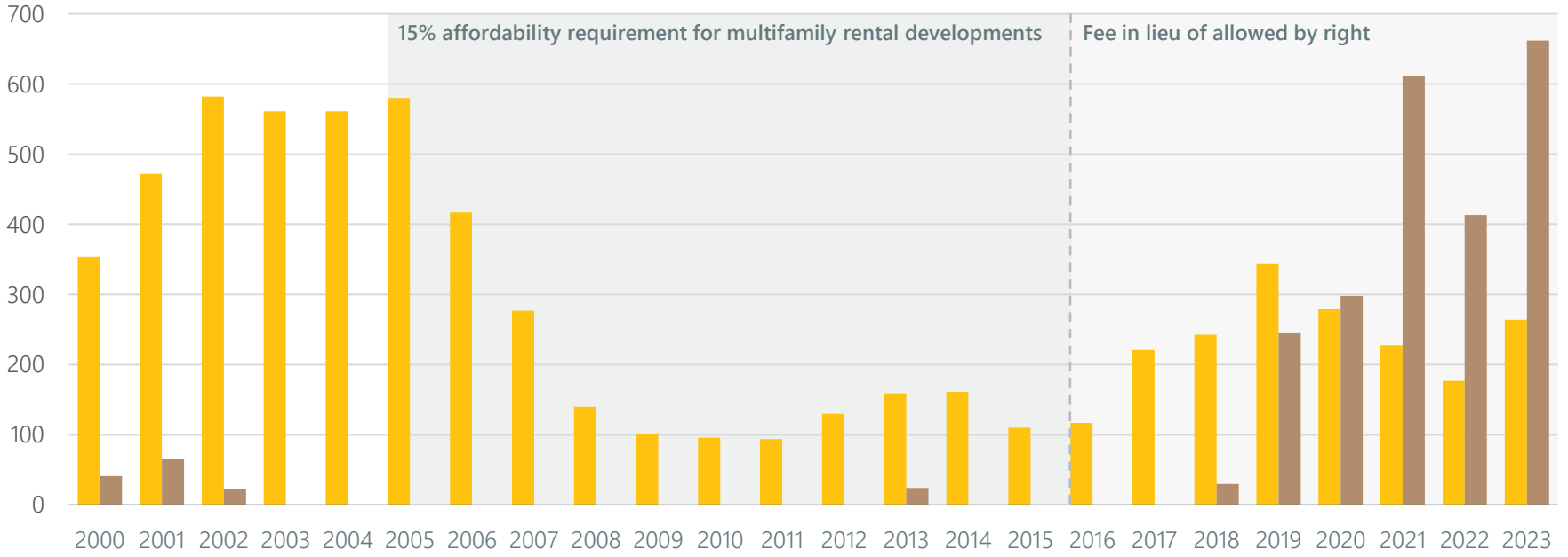
SANTA FE REAL ESTATE SUPPLY

SANTA FE RESIDENTIAL BUILDING PERMITS

Since 2018, the majority of the residential units permitted in Santa Fe have been multifamily homes

Since 2000, the majority (74%) of residential units permitted in Santa Fe have been single-family homes. In 2016, Santa Fe amended its affordability requirements to allow developers of multifamily projects to pay a fee in lieu of affordable units. This amendment was followed by an increase in multifamily development. Since 2019, an average of 446 units have been permitted in Santa Fe annually. In the year 2019 alone, 245 multifamily units were permitted – more than the combined total of multifamily units permitted in the prior 18 years. Every year since 2020, more multifamily units have been permitted than single-family units. In 2023 alone, over 660 multifamily units were permitted, marking the largest number of any type of units permitted in a single year since at least 2000.

SANTA FE RESIDENTIAL UNITS PERMITTED, 2000-2023



Single-Family
Multifamily

TOTAL UNITS PERMITTED

	Single-Family	Multifamily
2000-2005	3,110	128
2006-2011	1,126	0
2012-2017	898	24
2018-2023	1,535	2,260

Source: U.S. Census Bureau, Building Permits Survey, SB Friedman

SANTA FE MULTIFAMILY INVENTORY

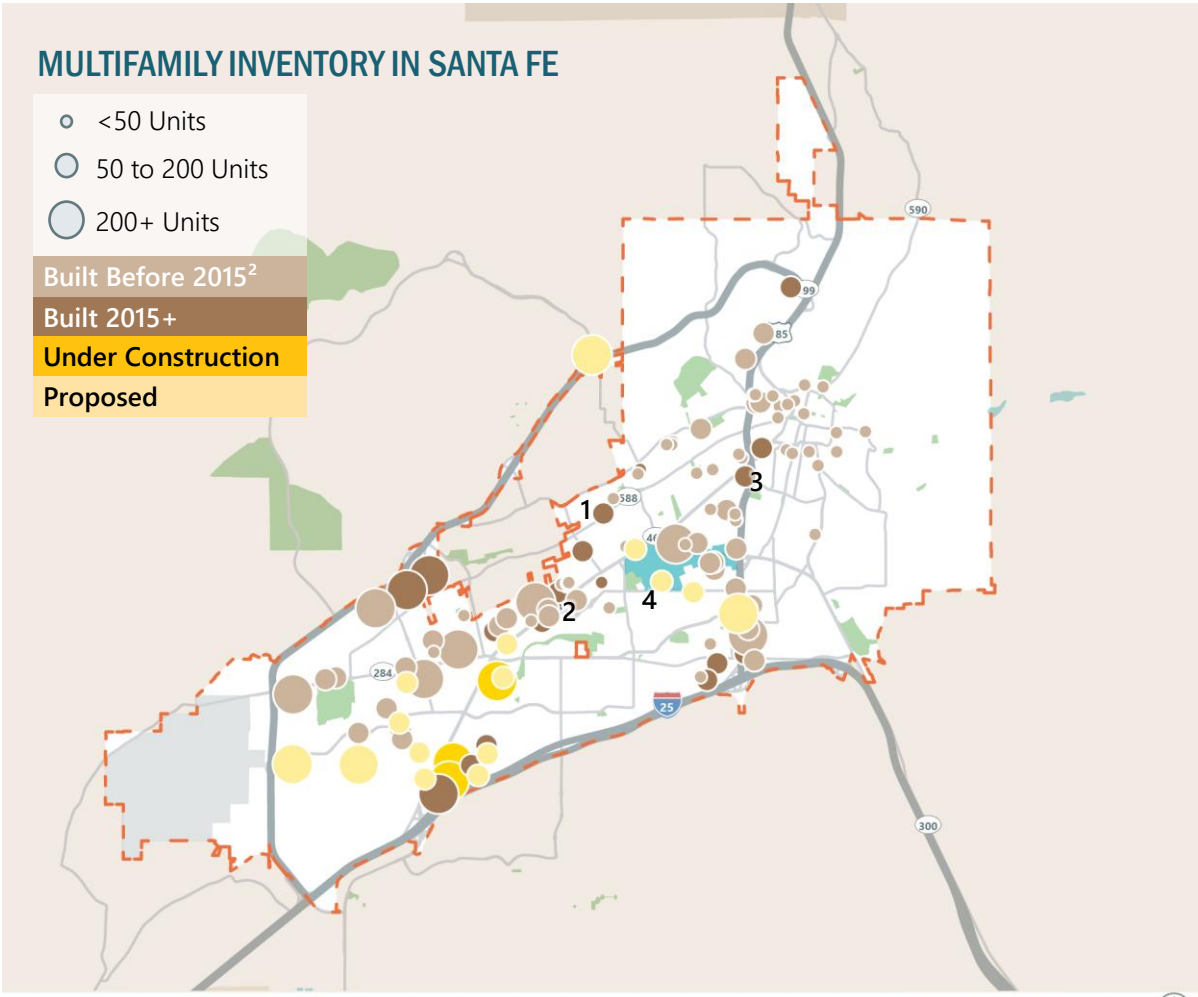
There are thousands of multifamily units under construction or proposed in Santa Fe

- Santa Fe has over 8,400 multifamily rental units (market-rate and affordable). Approximately 2,090 market-rate multifamily rental units have been built in Santa Fe since 2015. New development since 2015 comprises 36% of the existing multifamily inventory. Santa Fe has 1,090 units currently under construction and an additional 4,430 units proposed.
- Market interviews revealed that given the recent pace of development, some real estate professional believe the Santa Fe market-rate multifamily market may currently be overbuilt. The pace of new market-rate development may slow in the near-term, particularly with uncertainty about tariffs increasing construction costs.
- However, there continues to be an overall regional housing shortage – particularly for homes affordable to lower- and moderate-income households. Given broader regional housing needs, multifamily is expected to remain a strong real estate market segment over the medium- to long-term.

8,425
EXISTING MULTIFAMILY UNITS IN SANTA FE[1]

7.2%
STABILIZED MARKET-RATE VACANCY RATE

$2.22
MARKET-RATE AVERAGE RENT PER SF



Map includes market-rate and affordable residential rental units

[1]Multifamily unit inventory market-rate units, affordable units and assisted/independent living developments, but does not include short-term rentals or mobile home parks.
[2]Multifamily properties without year-built values in CoStar are assumed to be built before 2015 and symbolized as such.
Source: CoStar, SB Friedman

SAMPLE RECENT MULTIFAMILY PROJECTS

New multifamily development have average rents around ±$2.40/SF

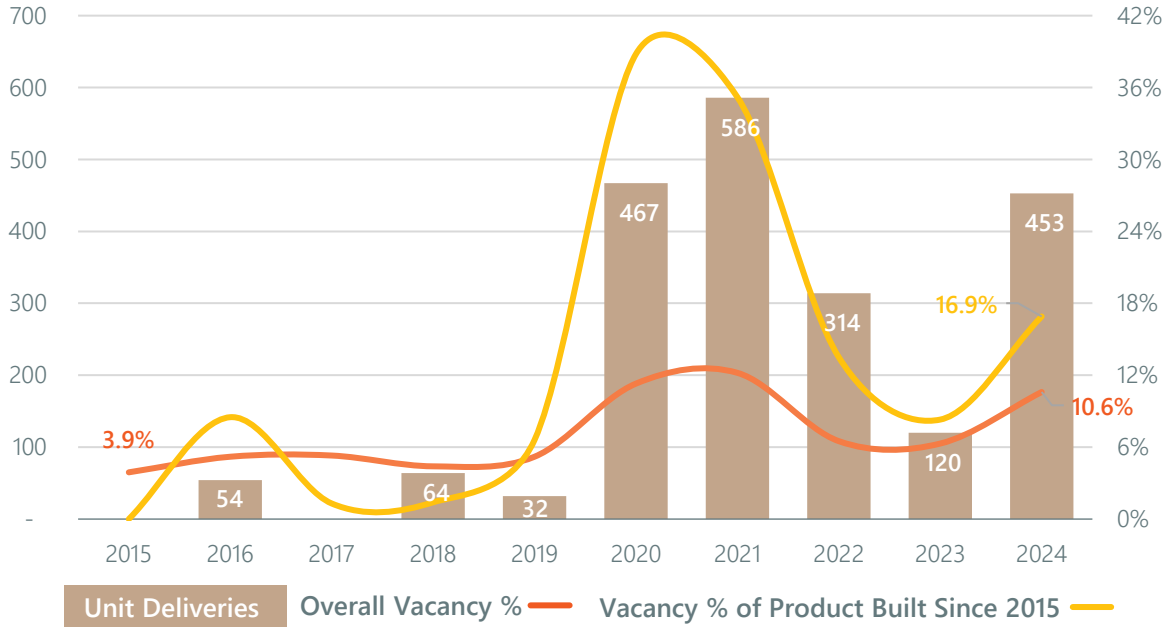
	1 | Acequia Lofts	2 | Olympus de Santa Fe	3 | Capitol Flats	4 | Arthouse
Address	2725 Agua Fria St	995 Richards Ave	950 W Cordova Rd	1952 Siringo Rd
Units (Studio/1B/2BR/3BR+)	120 Units (0/63/57/0)	180 Units (0/68/96/16)	139 Units (20/90/29/0)	129 Units
Year Built	2023	2021	2020	Proposed
Average Unit SF	909 SF	940 SF	676 SF	--
Average Unit Rent	$2,171	$2,250	$2,100	--
Average Rent/SF	$2.39/SF	$2.39/SF	$3.11/SF	--
Parking Type	Detached Garage & Uncovered	Detached Garage & Covered	Uncovered	--

Source: CoStar, SB Friedman

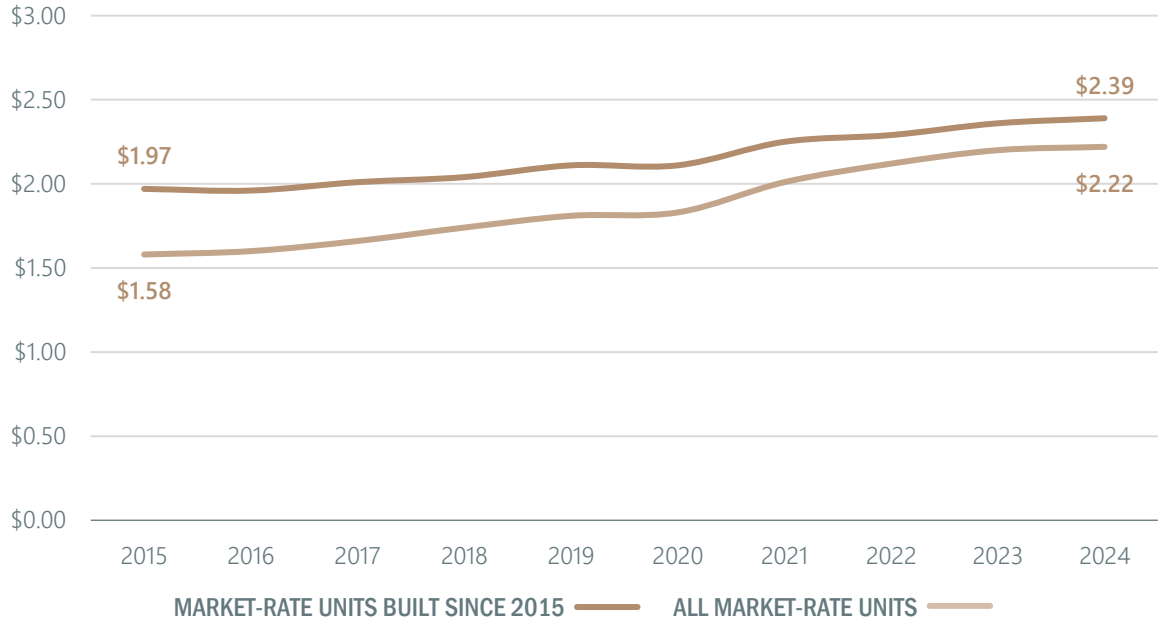
SANTA FE MULTIFAMILY PERFORMANCE

New multifamily units command a ±$0.30/SF rent premium over the market average rent

SANTA FE MARKET-RATE MULTIFAMILY DELIVERIES AND VACANCY, 2015-2024



SANTA FE MARKET-RATE MULTIFAMILY EFFECTIVE RENT PER SF, 2015-2024



- Approximately 2,090 market-rate multifamily rental units have been built in Santa Fe since 2015. After the delivery of more than 450 new units in 2024, the multifamily vacancy rate in Santa Fe reached 10.6% in 2024. Before 2020, when the number of new deliveries sharply increased, vacancy had consistently been around 4-5%.
- Vacancy falls as new product is absorbed. The stabilized vacancy rate is 7.2%.

- Since 2015, market-rate rents across all units have increased from $1.58 per SF to $2.22 per SF, a compound annual growth rate of 3.9%. Average rents for units built since 2015 similarly increased from $1.97 per SF to $2.39 per SF over the same period, a compound annual growth rate of 2.2%.
- Since 2015, new multifamily rental units have had a $0.30-0.39 per SF rent premium relative to the overall market.

Source: CoStar, SB Friedman

SANTA FE OFFICE INVENTORY

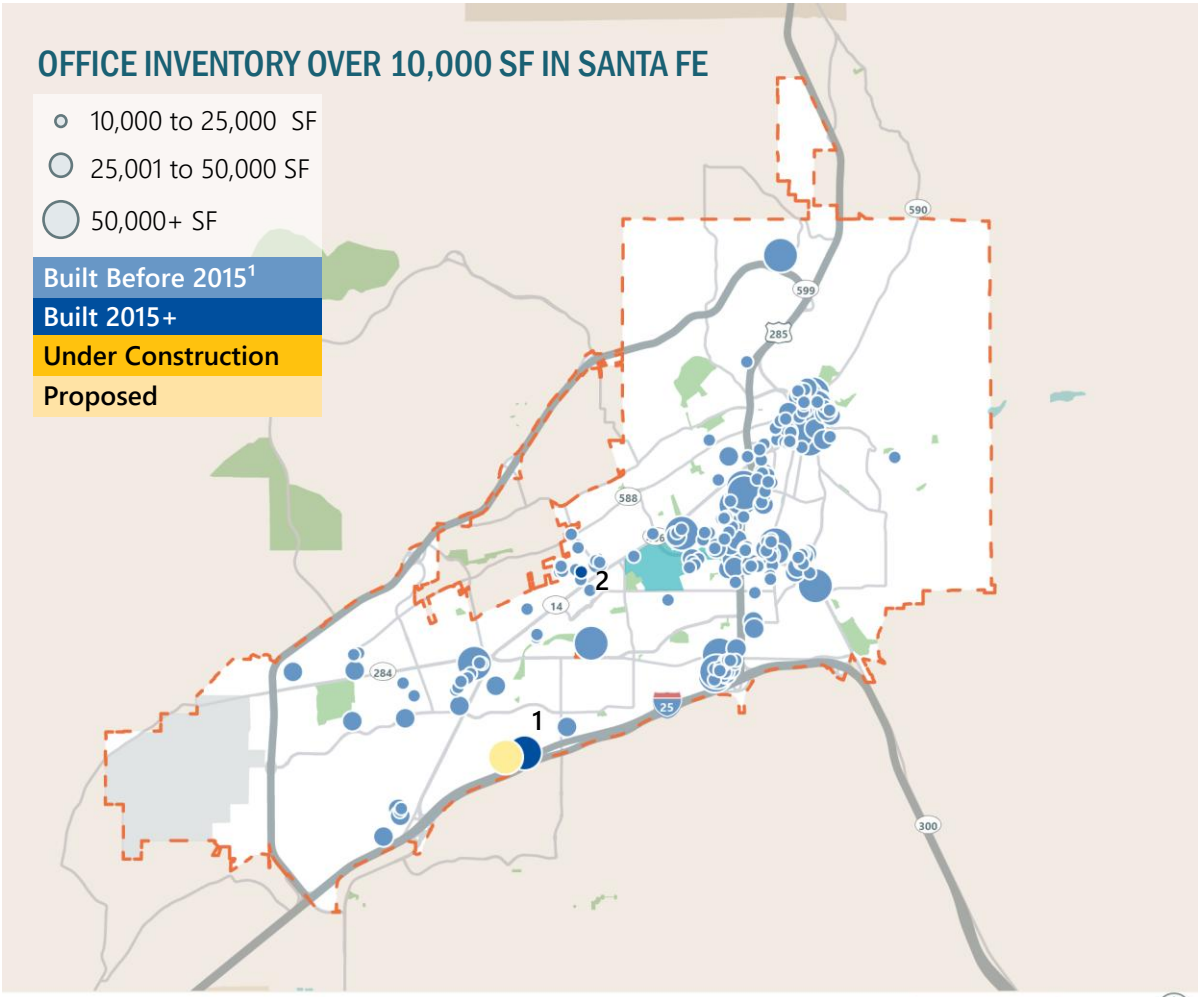
Only 2% of the over 7 million square feet of office space in Santa Fe was built since 2015

- Santa Fe has over 7.16 million SF of existing office space. The overall vacancy rate is 1.6%. Triple-net rents average $23.68 per square foot.
- Approximately 116,000 SF have been delivered since 2015; therefore 98% of the existing office inventory was built before 2015. Much of the office inventory is concentrated downtown, along US-285, or along St. Michael's Drive.

7.16M
TOTAL OFFICE SQUARE FEET

1.6%
OVERALL MARKET VACANCY RATE

$23.68
OVERALL AVERAGE RENT PER SF (NNN)



Map excludes office properties smaller than 10,000 SF

[1]Office properties without year-built values in CoStar are assumed to be built before 2015 and are symbolized as such.
Source: CoStar, SB Friedman

SAMPLE RECENT OFFICE PROJECTS

One large medical user (Nexus Health) is responsible for 82% of new office space built since 2015

	1 | Nexus Health	2 | The Studios at 1300	3 | 530 A Harkle Rd	4 | 301 E Palace Ave
Address	4200 Beckner Rd	1300 Rufina Cir	530 Harkle Rd	301 E Palace Ave
Type	Medical Office	Office and Retail	Medical Office	Office
Tenants	Nexus Health	Palo Santo Designs, Kakawa Chocolate House, Photo-Eye Gallery, Photo-Eye Bookstore	Various professional and medical tenants	
Year Built	2024	2018	2020	2015
RBA	95,000	10,000	2,214	3,614
Average Rent/SF	±$20.25	±$18.48	±$25.49	±$17.64
Class	B	B	B	B

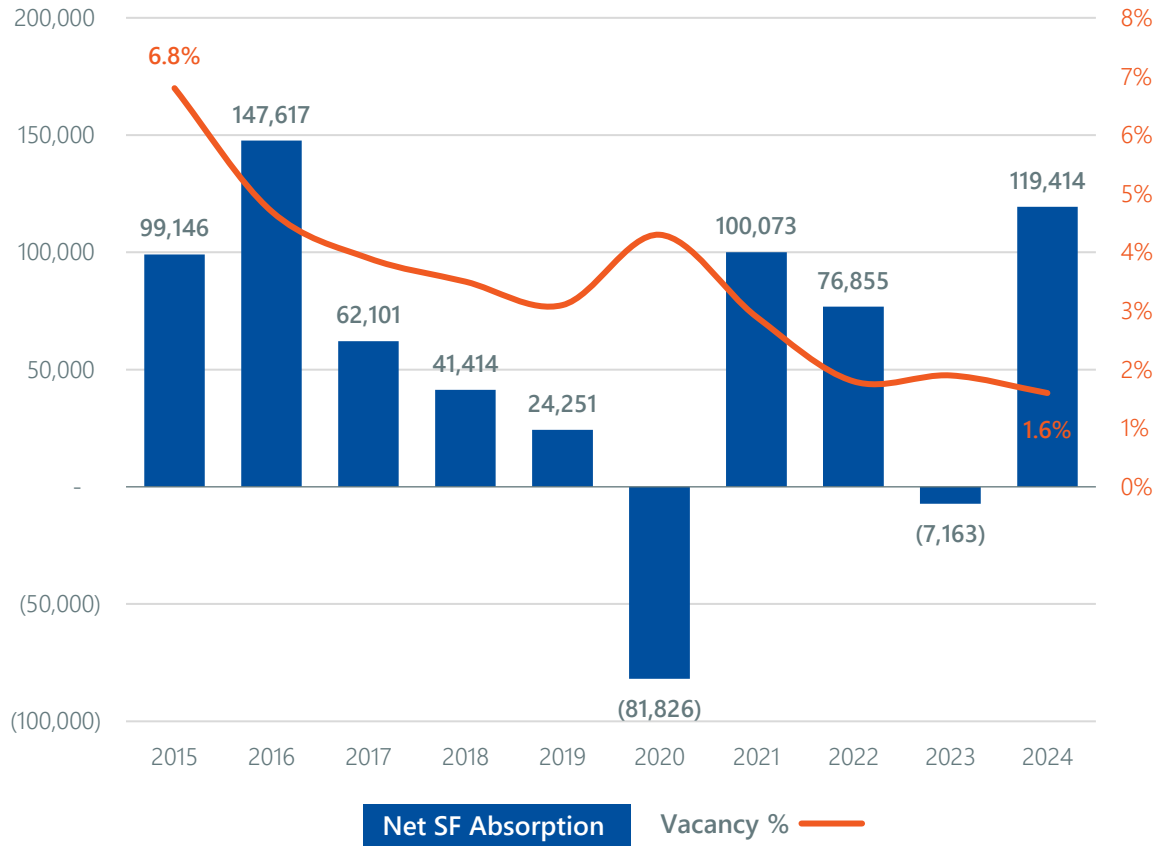
Source: CoStar, SB Friedman

SANTA FE OFFICE PERFORMANCE

Despite the COVID-19 pandemic, net office absorption has been positive in eight of the last ten years

- Net office absorption has remained positive in all but two years since 2015. Net absorption was negative in 2020 due to the COVID-19 pandemic and again in 2023.
- Since new office development has been limited, Santa Fe's office vacancy rate has decreased from 6.8% in 2015 to 1.6% in 2024.
- Continued absorption and a low vacancy rate indicate that Santa Fe's office market is much stronger than in many peer cities, where office performance has been persistently weak since the COVID-19 pandemic.
- Future demand appears to be strong for developers seeking to develop multi-tenant speculative office or larger businesses that seek a build-to-suit office development in a new upcoming mixed-use center. While Midtown is not currently a core office market, its central location in Santa Fe and availability of land could make it a strong contender to capture future office development.

SANTA FE OFFICE ABSORPTION AND VACANCY, 2015-2024



Source: CoStar, SB Friedman

SANTA FE HOTEL INVENTORY

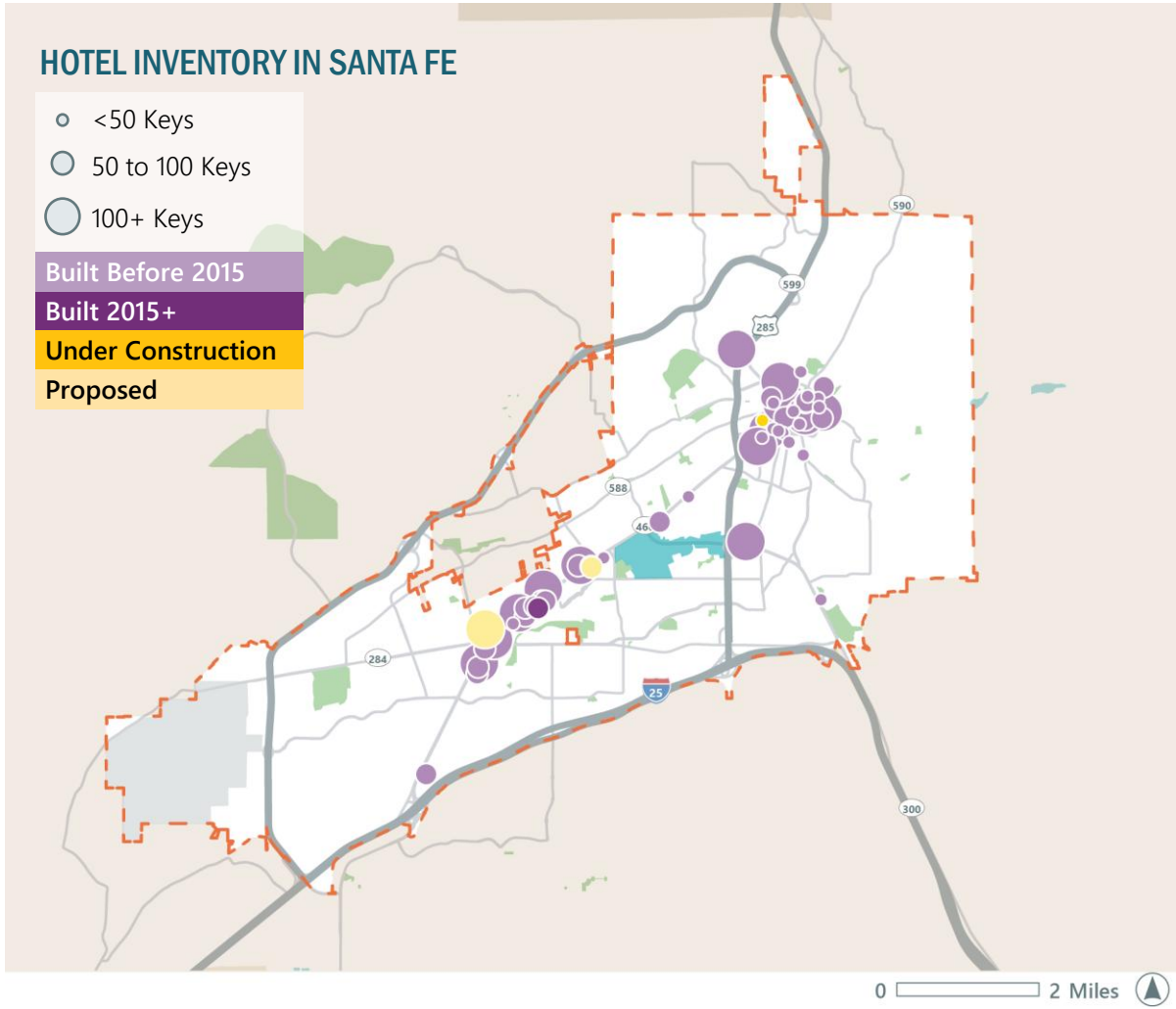
Hotel supply is concentrated near downtown and along Cerrillos Road

- Santa Fe has over 50 hotels with a total of over 4,400 hotel keys. More than 25 hotels are located along Cerrillos Road and another 20 are in the historic downtown.
- There has only been one new hotel built since 2015 (91 keys). However, there are three hotel projects with a total of approximately 220 hotel keys in the pipeline.
- Santa Fe's hospitality market has largely recovered post-COVID. The citywide average occupancy rate is 68%, and the average daily rate is $182.
- Tourism is the primary driver of hotel demand in Santa Fe. *Travel + Leisure* readers recently voted Santa Fe as their #1 favorite city in the United States.
- Santa Fe has attracted an average of two million overnight visitors annually in recent years. The most popular months for visitors are April through October peaking in July and August.

4,430
TOTAL HOTEL KEYS

68.4%
OVERALL MARKET OCCUPANCY RATE

$182
OVERALL HOTEL AVERAGE DAILY RATE

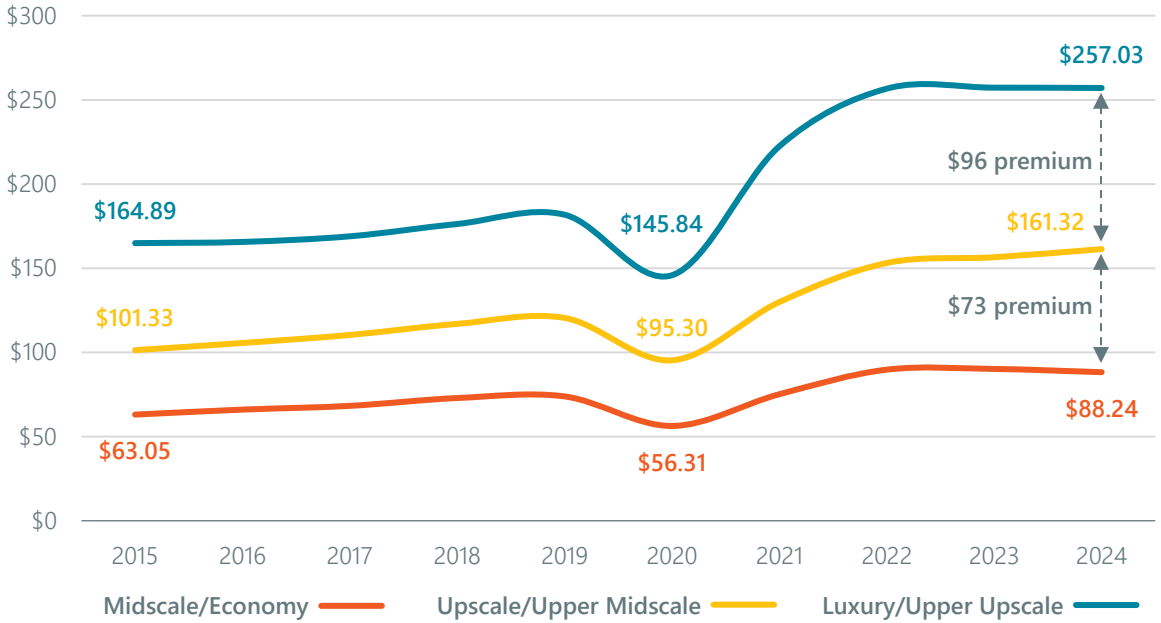


Source: CoStar, TOURISM Santa Fe, SB Friedman

SANTA FE HOTEL PERFORMANCE

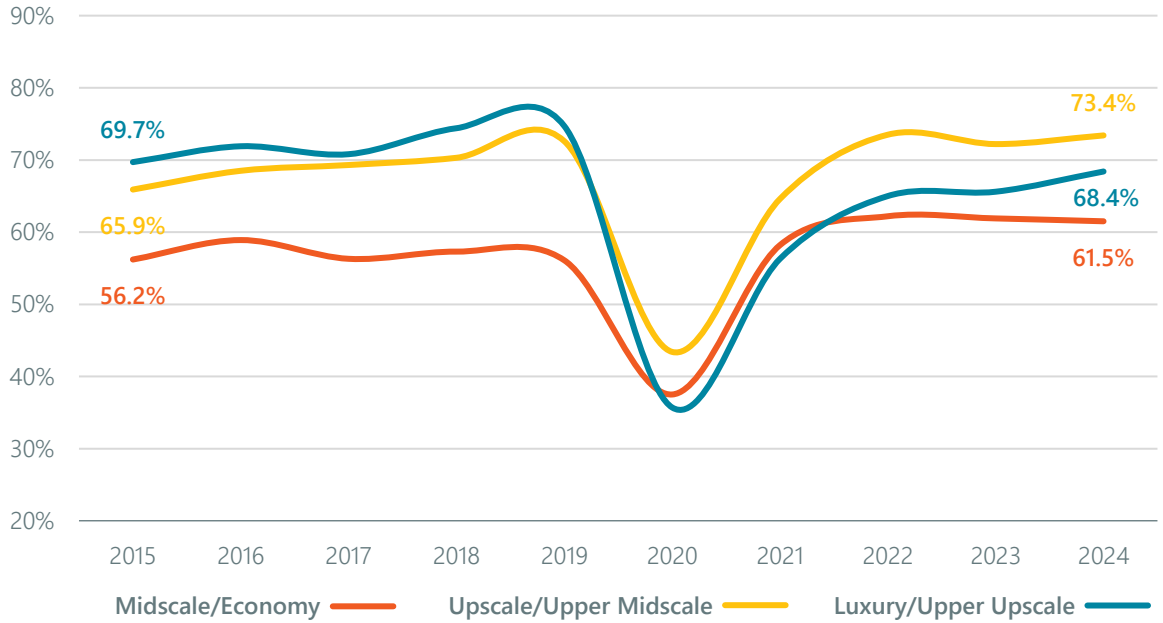
Santa Fe's hospitality market has largely recovered post-COVID

SANTA FE HOTEL AVERAGE DAILY RATE BY CLASS, 2015-2024



- Across all of 2024, the average daily rate was $257 for Luxury/Upper Upscale hotels, $161 for Upscale/Upper Midscale, and $88 for Midscale/Economy hotels. Market-wide rates averaged $182.
- In 2024, Upscale/Upper Midscale hotels had $73 nightly premiums over Midscale/Economy hotels, and Luxury/Upper Scale hotels had $96 nightly premiums over Upscale/Upper Midscale hotels.

SANTA FE HOTEL OCCUPANCY BY CLASS, 2015-2024



- Overall average hotel occupancy was 68% in 2024 but varied by hotel class. Upscale/Upper Midscale hotels performed the strongest, with an overage occupancy of 73%. Midscale/Economy hotels and Luxury/Upscale hotels had an average occupancy of 61.5% and 68%, respectively.
- Hotel occupancy fell sharply during the pandemic, particularly for Midscale/Economy and Luxury/Upper Scale hotels.

Source: CoStar, SB Friedman

SANTA FE RETAIL INVENTORY

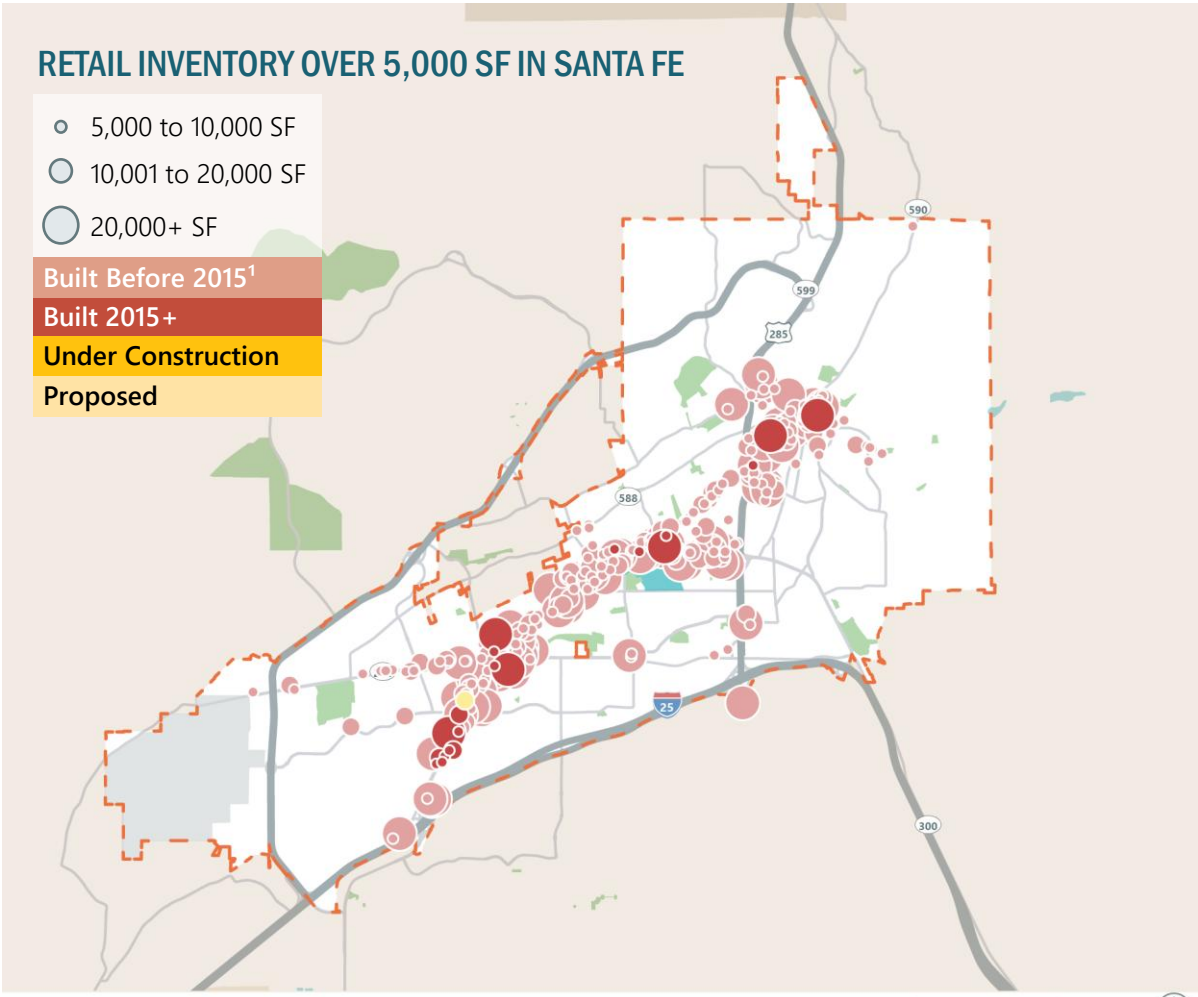
Most retail was built before 2015 and is located along major transportation corridors

- Santa Fe has over 7.27M SF of retail space and an overall market vacancy rate of 2.3%. Average triple-net rent for retail is $18.45 per SF. Most retail space is located along major transportation corridors and in downtown.
- Much of Santa Fe's retail inventory was built before 2015. Less than 350,000 SF (less than 5%) of retail space has been delivered since 2015.

7.27M
TOTAL RETAIL SQUARE FEET

2.3%
OVERALL MARKET VACANCY RATE

$18.45
OVERALL AVERAGE RENT PER SF (NNN)



Map excludes retail properties smaller than 5,000 SF

[1]Retail properties without year-built values in CoStar are assumed to be built before 2015 and are symbolized as such.
Source: CoStar, SB Friedman

RETAIL TYPOLOGIES

Retail centers can be categorized into three major typologies based on several factors

Retail clusters are categorized into three major typologies: Downtown Retail, Regional-Serving and Community-Serving. Typologies differ based on scale, number and type of anchors, and size of trade area. More detail on retail typologies near Midtown and regional retail centers is provided on the following pages.

DOWNTOWN RETAIL

DOWNTOWN / EXPERIENTIAL
- Mixed-use
- Ground-floor retail
- Walkable pedestrian environment
- **SIZE VARIES**

REGIONAL-SERVING →

REGIONAL MALL / SUPER-REGIONAL MALL
- Anchored by 2+ full-line department stores
- ~500,000-1,000,000+ SF

LIFESTYLE CENTER
- Upscale national-chain specialty stores
- Dining/entertainment focus
- ~250,000-500,000 SF

POWER CENTER
- 2+ category-dominant freestanding anchors of ~100,000+ SF
- General merchandise, home improvement
- ~250,000-750,000 SF

COMMUNITY-SERVING →

COMMUNITY CENTER
- 1+ category-dominant freestanding anchors of ~100,000+ SF

-- OR --

- 1+ grocer anchors of ~50,000+ SF and additional category dominant retailers
- ~100,000-250,000 SF

NEIGHBORHOOD CENTER
- 1+ grocer anchors of ~50,000 SF or more
- Additional supporting retail
- ~75,000-150,000 SF

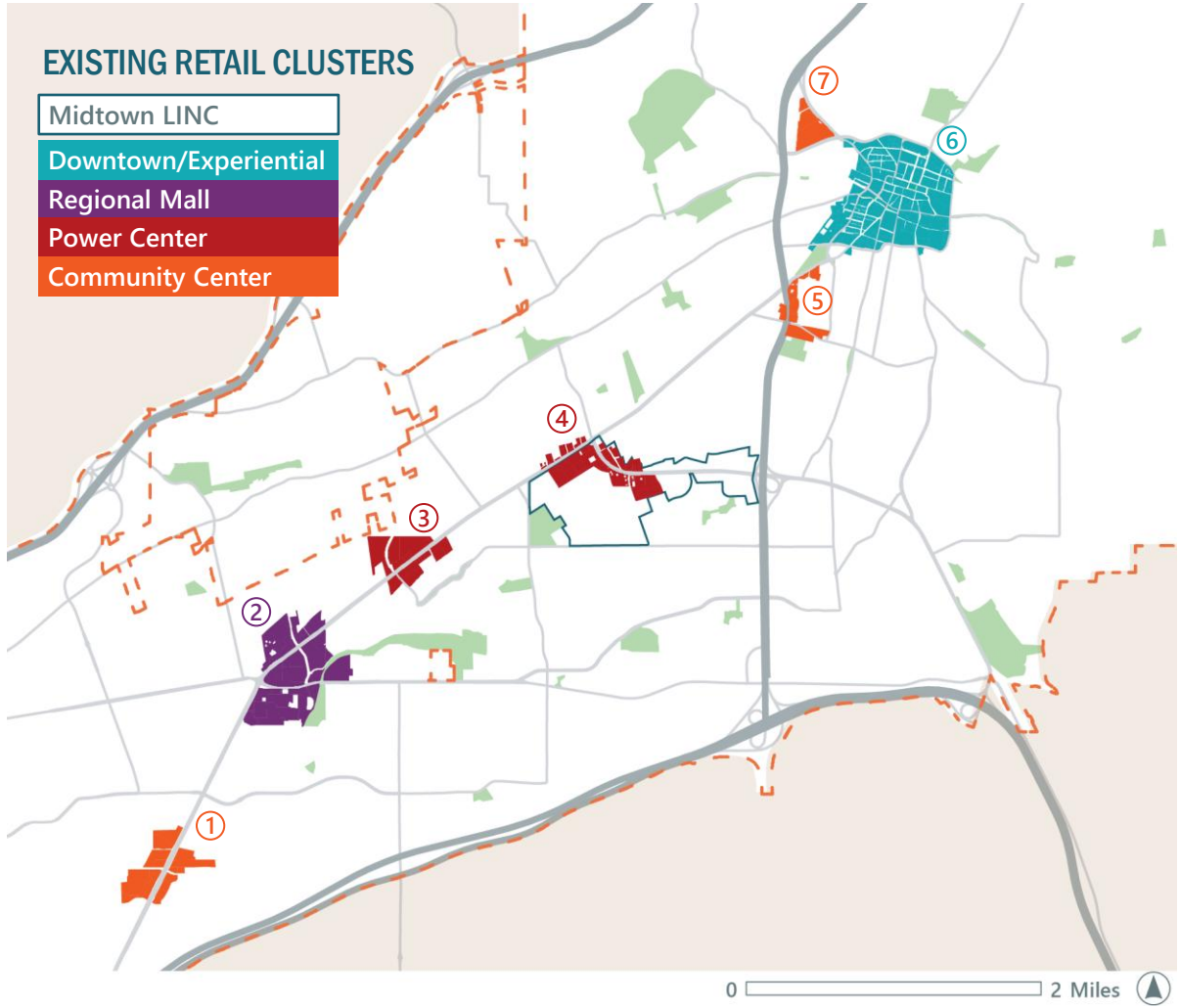
FREESTANDING / STRIP RETAIL
- Small convenience center with goods and services
- Limited trade area
- ~5,000-150,000 SF

EXISTING RETAIL CLUSTERS

The Midtown LINC encompasses a power center containing major anchors

Santa Fe has several retail clusters of various scales, most of which are located along Cerillos Road, the major transportation corridors through the city. Collectively, these retail clusters contain over 5.4 million SF of retail space, or approximately 75% of all retail space in Santa Fe. Clusters include both national and regional anchor tenants as well as local businesses. The Midtown LINC encompasses a power center containing major anchors like Smith's, Office Depot, and Petco.

	Retail Typology	Total SF	Vacancy	Select Tenants
1 | Cerrillos & Tierra Contenta	Community Center	290,132 SF	0%	Walmart, Subaru, Dodge Jeep RAM, Lexus, Dollar Tree, CarMax
2 | Santa Fe Place / Plaza Santa Fe	Regional Mall	1,854,322 SF	2.4%	Hobby Lobby, JCPenney, Dillard's, Target, Albertsons, Sam's Club, Lowe's
3 | Cerrillos & Richards	Power Center	522,006 SF	0.5%	Home Depot, Walmart, Joann Fabric, Savers
4 | Midtown	Power Center	784,562 SF	2.5%	Petco, Smith's, Office Depot, Toyota
5 | Railyard	Community Center	349,783 SF	3.4%	Whole Foods, Natural Grocers, Trader Joe's
6 | Downtown	Downtown / Experiential	1,302,229 SF	0.3%	Smaller-scale and local businesses
7 | Devargas Center	Community Center	347,906 SF	2.1%	Office Depot, Ross, CVS, HomeGoods

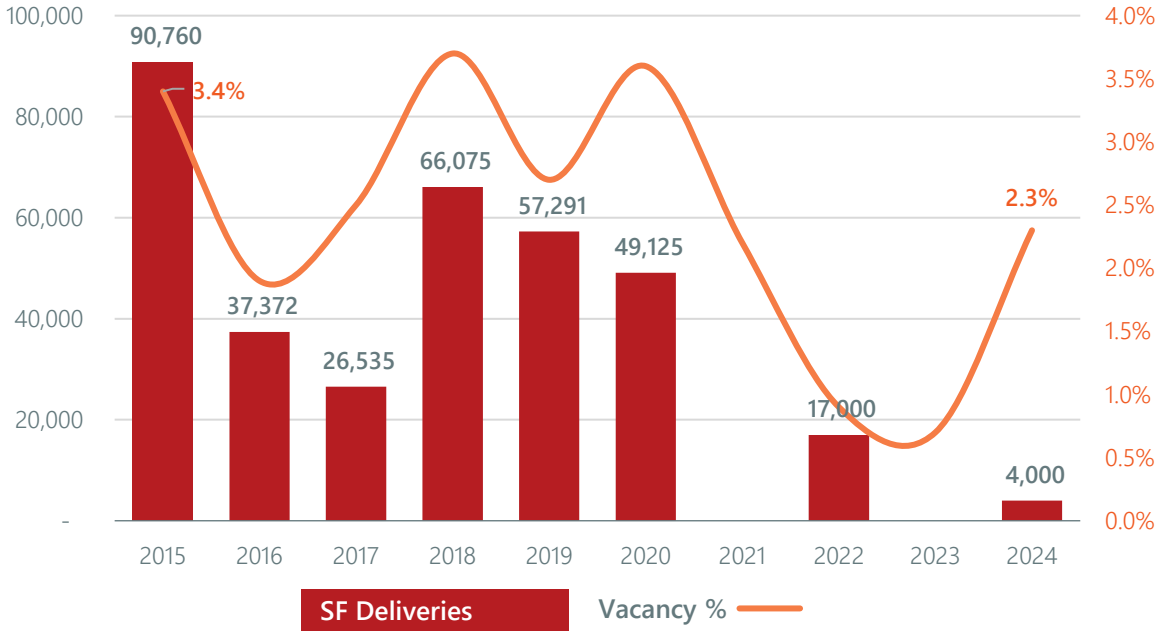


Source: CoStar, SB Friedman

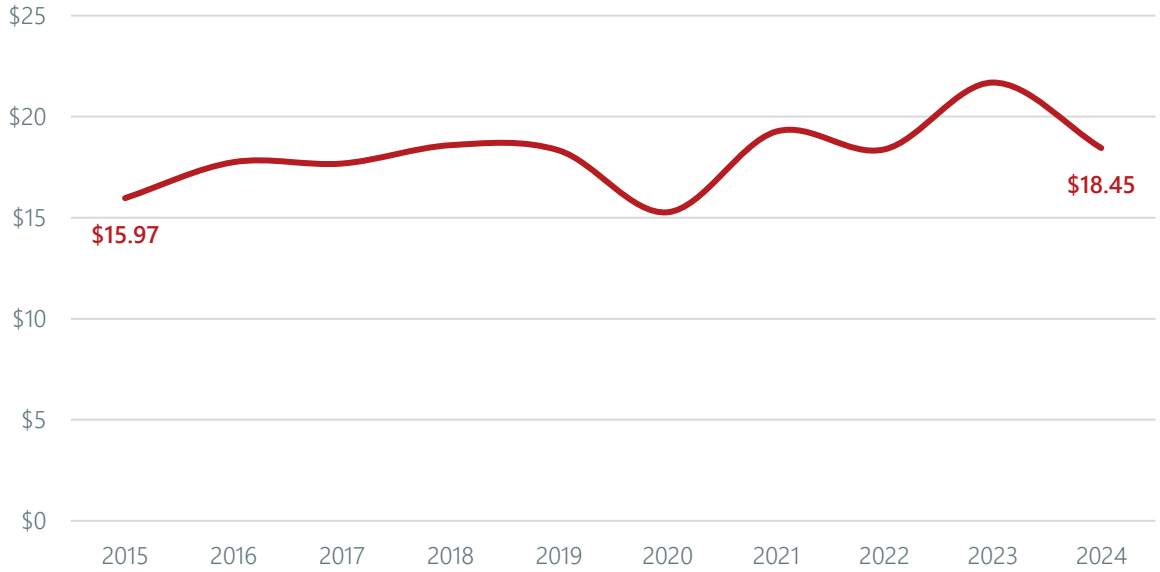
SANTA FE RETAIL PERFORMANCE

Retail rents have increased but deliveries have decreased since the COVID-19 pandemic

SANTA FE RETAIL DELIVERIES AND VACANCY, 2015-2024



SANTA FE RETAIL TRIPLE-NET RENT PER SF, 2015-2024



- Since 2015, 348,000 SF of retail space has been delivered. Deliveries have decreased over time and since 2021, only 21,000 SF of retail space has been delivered.
- Retail vacancy remained low, at or below 3.7% from 2015 to 2024. Retail vacancy reached a low of 0.7% in 2023.

- Average triple-net rent per SF in Santa Fe has increased from $15.97 in 2015 to $18.45 in 2024. Average triple-net rents increased from 2015 until the COVID-19 pandemic when they dropped below the 2015 average to $15.27 per SF. Since 2020, average rents have recovered to above pre-pandemic levels.

Source: CoStar, SB Friedman

MARKET ANALYSIS CONCLUSIONS

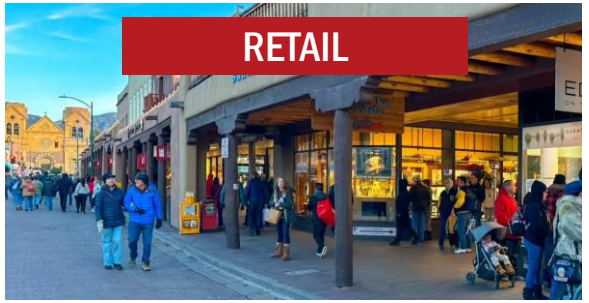
REAL ESTATE MARKET ANALYSIS – MARKET SUMMARY

Santa Fe has strong market potential for a variety of product types

The Santa Fe multifamily market is strong. Over 2,000 units have been built since 2015, with more than 1,000 additional units under construction. There is one project (129 units) in the pipeline for the Midtown LINC. Short-term, there may be a temporary slowdown in multifamily development given market uncertainty.

New speculative office deliveries have been fairly limited since 2015, which has led to very low vacancy. The State cannot pay the rents needed to support new office construction, but there may be demand for new space from medical users, National Lab spinoffs, federal agencies, or private businesses willing to pay higher rents associated with new class A office.

Tourism is the primary driver of hotel demand in Santa Fe. Hotels in Santa Fe are primarily clustered downtown or along Cerillos Road. Overall market occupancy has recovered to pre-pandemic levels, with Upscale/Upper Midscale class hotels performing especially well. ADR growth has been strong since 2020.



Retail is generally performing well in Santa Fe, particularly in the primary retail clusters like at Midtown. Overall market vacancy continues to be low. However, rent growth and new deliveries have both slowed in recent years.

REAL ESTATE MARKET ANALYSIS – DEVELOPMENT POTENTIAL

Multifamily, mixed-use, and retail development is most viable in the near-term

MARKET POTENTIAL

STRONG

10-YEAR DEMAND

800 UNITS

Midtown Santa Fe could accommodate development beyond the current pipeline. Developing market rate housing along with affordable housing can simultaneously help create a mixed-income neighborhood and help address regional housing needs.

MARKET POTENTIAL

STRONG

10-YEAR DEMAND

150,000 SF

Demand appears to be strong for speculative office citywide. Midtown's central location and availability of land could make it a strong contender to capture future office development, though any development at Midtown should complement the mixed-use neighborhood vision.

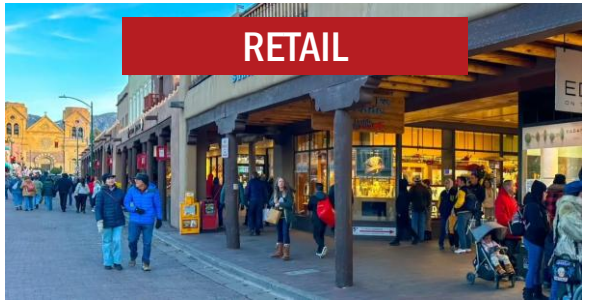
MARKET POTENTIAL

MODERATE

10-YEAR DEMAND

250 KEYS

Hotel development could potentially be feasible at Midtown after initial phases of development. Future hotel development should include a mix of hotel types (i.e., larger conference hotels and smaller boutique hotels) to capture different travel sectors. Hotel visitors to the area could help support the retail and add to the tax base.



MARKET POTENTIAL

MODERATE

10-YEAR DEMAND

120,000 SF

Future retail in Midtown is likely to be ground-floor retail in mixed-use buildings or standalone, specialty retail. Sites within the Midtown campus lacking frontage on the main roads should seek to attract destination retail and entertainment users that can draw customers from a wider geography.

Source: CoStar, Google, SB Friedman

SBFRIEDMAN

70 W Madison St, Suite 3700
Chicago, IL 60602
312-424-4250 | sbfriedman.com

VISION | ECONOMICS

MARKET ANALYSIS AND REAL ESTATE ECONOMICS

STRATEGY

DEVELOPMENT STRATEGY AND PLANNING

FINANCE | IMPLEMENTATION

PUBLIC-PRIVATE PARTNERSHIPS AND IMPLEMENTATION

FIR No. 10757.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Approving the Midtown Metropolitan Redevelopment Area Plan

Sponsor(s): Councilor Jamie Cassutt, Councilor Amanda Chavez, and Mayor Michael Garcia

Reviewing Department(s): Metropolitan Redevelopment Agency Department

Staff Completing FIR: Carly Venditti, MRA Department Deputy Director
Date: 5/5/2026 **Phone:** 505-795-0675

Reviewed by City Attorney: Marcos D. Martinez Marcos D. Martinez (May 7, 2026 16:22:39 MDT) **Date:** 05/07/2026

Reviewed by Finance Director: ANDREA PHILLIPS (May 8, 2026 15:03:20 MDT) **Date:** _____

Summary:
The proposed resolution would approve the Midtown Metropolitan Redevelopment Area Plan ("Plan") for the City of Santa Fe ("City"). Pursuant to NMSA 1978, Section 3-60A-9, the proposed resolution would determine that the Plan will help eliminate or prevent blight, conforms to the City's General Plan, and affords maximum opportunity consistent with the needs of the community for the redevelopment of the Midtown Metropolitan Redevelopment Area by private enterprises or persons. The Plan also does not include proposed activities that require displacement or relocation of any families or individuals, and a method for providing displacement or relocation accommodations is not needed.

Departments Affected:
Midtown Metropolitan Redevelopment Agency Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Midtown Metropolitan Redevelopment Area Plan would not be approved, and the Metropolitan Redevelopment Agency would not be able to exercise its supervisory role over Midtown, nor could it make recommendations to the Governing Body. Further, the City of Santa Fe would not be able to pursue a Tax Increment Financing District as proposed in the Metropolitan Redevelopment Plan.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The City designated the area as a Metropolitan Redevelopment Area through Resolution No. 2025-42.

Performance and Administrative Implications:
The Metropolitan Redevelopment Plan solidifies the Metropolitan Redevelopment Commission's ability to carry out the Midtown Redevelopment plans and make recommendations aligned to eliminate and alleviate identified blight conditions.

Fiscal Implications:
None.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature: Carly Venditti

Email: cavenditti@santafenm.gov

SANTA FE NEW MEXICAN

Founded 1849

CITY OF SANTA FE-MAIN
PO Box 909
Santa Fe, NM 87504-0909

ACCOUNT:	S2460
AD NUMBER:	119332
TAG LINE	Legal #95357
P.O.#:	

1 TIME(S)	$82.96
AFFIDAVIT	10.00
TAX	7.61
TOTAL	100.57

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Sebastian Garcia, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 95357 a copy of which is hereto attached was published in said newspaper 1 day(s) between 05/28/2026 and 05/28/2026 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 28th day of May, 2026 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI Sebastian Garcia
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 1st day of June, 2026

Notary Catherine M McSweeney

Commission Expires: 11/04/2029

STATE OF NEW MEXICO
NOTARY PUBLIC
CATHERINE M MCSWEENEY
COMMISSION # 1135865
COMMISSION EXPIRES 11/04/2029

Legal #95357

CITY OF SANTA FE
NOTICE OF
PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 p.m. on Wednesday, June 10, 2026.
The purpose of the public hearing will be to consider the following:

BILL NO. 2026-6. A Bill Approving the Ground Lease and Development Agreement of a City-Owned Building, the Midtown Visual Arts Center, with Midtown Arts and Design Alliance, LLC.

RESOLUTION 2026-TBD. A Resolution Approving the Adoption of the Santa Fe Midtown Metropolitan Redevelopment Area Plan.

This bill and Resolution are available in their entirety on the City's website http://www.santafenm.gov (click on Departments/ City Attorney/ Legislative Services) or upon request and payment of a reasonable charge, in the City Clerk's Office, City Hall, 200 Lincoln Avenue, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Interested parties may view the meeting on the City's YouTube Channel: https://www.youtube.com/user/cityofsantafe. An agenda with complete information about meeting attendance and instructions to provide live public comment will be posted on the City's website no later than seventy-two (72) hours before the meeting: https://santafenm.portal.civicclerk.com/.
The Governing Body shall review and consider all public input prior to taking action.

Geralyn Cardenas
City Clerk/Director of Community Engagement

PUB: May 28, 2026

Dr. Gary R. Donato (short version)

[redacted]

Education

Ph.D. Univ. of Connecticut 2005 (Diplomatic Hist.; Am. Gov't; Int'l Politics) *(The Nixon Doctrine: A Differentiated Assessment of U.S. National Interests)*
Ordained reverend – Universal Life Church 2005
MSSc Syracuse University 1989 (International Politics)
MS (equivalent) Naval War College, 1985 (National Security Strategy & Policy)
BA Florida Southern College, 1982 (History)
BS Univ. of State of New York, 1979 (Engineering)

Faculty Appointments

Bentley University
Boston University PEP/Metropolitan College)
Clark University
Connecticut College
Eastern Connecticut State University
Mass Bay Community College
Mitchell College
Northern New Mexico College
Rhode Island College
Three Rivers Community College
United States Coast Guard Academy
University of Connecticut
Wesleyan University

Areas of Teaching

American History (I & II)
American Foreign Policy
Amistad as a case study
Am History Advanced/Honors
American National Politics
American Politics Advanced/Honors
Cold War History
Comparative Politics
Executive-Legislative Relations
International Relations
Millennial Studies – (nexus of religion/sociology/politics)
National Security Policy
Homeland Security Policy
Presidency
Research Methods
State and Local Politics
Western Civilization (I & II)
World Civilizations (I & II)
World Religions

United States' Presidential Task Force Assignments

Homeland Security/Homeland Defense Core Competencies Workshop – Pursuant to Presidential Executive Order 13434 (National Security Professional Development), Office of Personnel Management, Shepherdstown WV 6/27-6/29/2007

Team Leader – Responder Corps Advisory Team – Operations Group – National Council on Readiness and Preparedness 2005/2006

"Homeland Security Strategic Studies – Professional Development" Facilitator/Participant: Washington DC 8/8-11/2005

"Charting a Course for Homeland Security Strategic Studies," Participant/Facilitator:

Senior Military Institute Working Group, Facilitator/Presenter U.S. Coast Guard Academy, Nov 2004.

Marine Law Symposium/Oceans Symposium – "Marine Education as a component of Oceans Act 2000," Facilitator/Participant: Roger Williams Law School, Sept 2004

Assistant Coordinator: National Security Strategy Studies Working Group: Washington D.C. Aug 2004

Honors and Awards

Bentley University

Innovation in Teaching and Learning Bentley University (Team Award) 12/14/2016

Nominated - Cronin Excellence in Academic Advising Award (2013, 2015, 2016, 2017, 2019).

Joseph M. Cronin Award for Excellence in Academic Advising – Bentley University – 2012 (10 year preclusion for another awarding)

Other Universities/Colleges

Certificate of Appreciation – Student Development, Mass Bay Community College, 6/11/2019

Distinguished Service Award – Mass Bay Community College, 5/23/2019

Advisor of the Year – Mass Bay Community College IMPACT Award for Veterans Club Advisor 2017

Student Development Spotlight Mass Bay Community College 11/14/2016 for work with student veterans on campus

Presidential Letter of Appreciation Mass Bay Community College 11/11/2016 for post-election conversations with students, staff and faculty.

TOP Military School: BEST FOR VETS 2014 - 2017 for accomplishments at Mass Bay Community College

Inclusion and Civility Award – Mass Bay Community College – Nominated 2014

Making A Difference Award – Mass Bay Community College – 2012, 2013, 2015

Mary Tucker Thorp Professorship – Rhode Island College nominated 2/2012 (unable to accept as an adjunct)

Meritorious Team Commendation Award for New War Threat Exercise, U.S. Coast Guard Academy (2001, 2003, 2005)

Letter of Appreciation Norwich Bulletin "Mock Trial" of Bill Clinton – 1/9/1999

Letter of Appreciation - Speaker/Tour guide of Norwich City Hall 1999

Letter of Appreciation – American Bar Association - Speaker – "Law and Politics" 1999

Coordinated Congress to Campus Program; Ambassador Boothby, Adm. Watkins, Pres. G.H.W. Bush visits to U.S. Coast Guard Academy 1998-2004

Civic/University Engagement

Community

- Judge – New Mexico History Day Project (2022 – present)
- Election Worker/Presiding and Election Judge – County of Santa Fe NM (2022 to present)
- Election Integrity monitor – New Mexico (2022 – Present)
- Appointed to Independent Citizen Redistricting Committee City of Santa Fe 2022
- New Mexico Military Museum – Board member (2022 – 2024)

- New Mexico Veteran Legacy Project – Oral History Team and Outreach Subcommittee (2022 – 2024)
- Center for the Study of the Presidency – Student Fellows Program - Mentor/Judge (2001-present)
- Reader – ETS College Board Scoring Services for AP Government & Politics (2001 – present)
- Academic Advisory Board – McGraw Hill Contemporary Learning Series (2009 – 2025)
- Academic Advisory Board – Pearson Longman Publishers (Government & History) (2009 – 2024)
- Reviewer – Rowman & Littlefield Publishers (2007 – 2021)
- Lifetime member Norwich CT Historical Society (Oral History Project)
- Lifetime member Veterans of Foreign Wars (presently Post 2951 Santa Fe)
- Lifetime member American Legion (presently Post 12 Santa Fe)
- Lifetime member US Submarine Veterans International (presently Bullhead Base NM)
- Lifetime member Military Officer's Association America (presently Roadrunner Chapter NM)
- Election Worker – Town of Easton MA 2020 Election Cycle
- Committee Member Mass Social Studies Council – 2007 – Present
- Board of Electors (Ballot Checker) Town of Holliston 2007-2009
- Board of Directors Willowgate Rise Homeowners Association 2007-2009
- Lead minister – U2 Praise and Worship Concert Dean College Franklin MA 3/28/2007
- Judge/Mentor – Connecticut History Day – 1996-2007
- Consultant – New London Charter Revision Committee 2006
- Judge DAR Good Citizen Scholarship Contest – 11/27/2005
- Campaign Strategist 2000/2004 Diana Urban: State Legislator (R-N.Stonington CT)
- Campaign Volunteer Coordinator 2003 City Councilman J. P. Mereen, (R-Norwich CT)
- Campaign Advisor 2002 Councilman James Cavasino (R-New London)
- Campaign Volunteer 2000 Representative Robert Simmons (R-CT 2nd District)
- Board of Directors Norwich Heritage Discovery Center 1994-2007
- Lifetime member Norwich Historical Society (Director of Oral History Project)
- Community Advisor – Slater Memorial Museum – "The Norwich Galleries: The Heritage of the Rose City through the Inventions of its People"
- Advisor – Norwich Historical Society – "Our Forgotten Founders" – Pre-Constitutional Presidential Library and Museum project.
- Consultant – Mohegan Tribal Council – Constitutional Revision Committee, 2006
- Consultant – New London CT Charter Revision Committee - 2006
- Consultant – Norwich CT Charter Revision Committee - 2005
- Interview Team – Rhodes Scholar Program U.S. Coast Guard Academy 11/2/2004
- New War Threat Exercise – Coast Guard Academy - Facilitator/Coordinator of Office of Emergency Management (Governor State of CT) 2001-2005
- Norwich Bulletin "Mock Trial" of Bill Clinton – 1/9/1999 Facilitator/Presenter
- Norwich Public Schools – Teachers Memorial Career Day September 1999

ARI JONTRY

Executive Director, Argos Academy
Santa Fe, New Mexico • [redacted]

Summary

Veteran and nonprofit executive focused on veteran reintegration, leadership development, and community-based training. Executive Director of Argos Academy, a Santa Fe–based organization founded in 2023 that supports veterans through structured dog-training and peer-led programming.

Leadership Experience

Executive Director, Argos Academy — Santa Fe, NM (2023 – Present)
Founder and Executive Director of a veteran-focused training organization using dog training as a practical framework for rebuilding structure, responsibility, and confidence. Design and lead hands-on programs that develop leadership, emotional regulation, and clear communication. Provide direct instruction and mentorship to veterans in both group and one-on-one settings. Oversee program development, partnerships, and overall organizational direction.

Community Partnerships & Outreach

Active partnerships with the Santa Fe Vet Center and coordination with VA systems serving Northern New Mexico, including the New Mexico VA Health Care System in Albuquerque.

Military Service

Sergeant (NCO), Infantry Reconnaissance Unit (Sayeret Givati)
Israel Defense Forces (1995 – 1999). Served as a noncommissioned officer in an elite infantry reconnaissance unit. Led small teams in training and operational environments. Developed deep experience in leadership, discipline, accountability, and decision-making under pressure.

Education

Bachelor of Arts, St. John’s College — Santa Fe, NM (2003)

Core Focus Areas

Veteran mentorship • Leadership development • Program design • Community-based training • Nonprofit leadership

SANTA FE FOOD POLICY COUNCIL

May 21, 2026

VIA EMAIL

Honorable Michael Garcia
City Hall
200 Lincoln Avenue
Santa Fe, NM. 87501

Re: Appointment of Erica N. Renaud as a City Representative to the SFFPC

Dear Mayor Garcia:

It is with pleasure that I write to both recommend and request the City's appointment of Erica N. Renaud, currently a member of the City's Sustainability Staff. She has familiarized herself with the operations and purposes of the SFFPC, as well as attending meetings of the organization. Her knowledge and skills would be an asset to the SFFPC. The position she would fill is open and she is a great candidate. The SFFPC would request positive action on her appointment at the City's earliest convenience.

Sincerely,

Peter N. Ives
Co-Chair, SFFPC